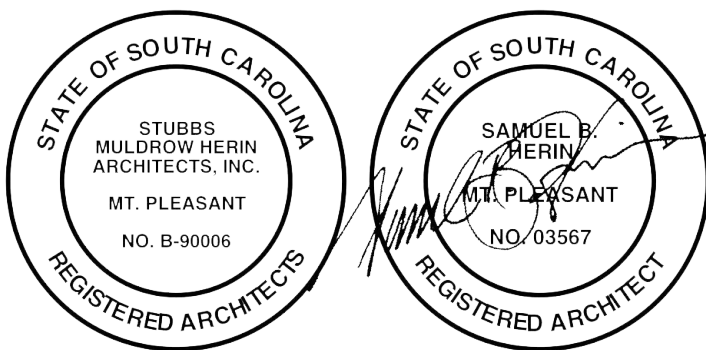




## Project Manual

# Contract Documents Historic Horseshoe Wall Repairs III

State Project No. H27- Z364  
SMHa Project Number 1806.00  
April 27, 2018



STUBBS MUDLROW HERIN architects, inc.

400 Hibben Street, Mount Pleasant, SC 29464 | 843.881.7642 | [smha.com](http://smha.com)

# **TABLE OF CONTENTS**

**PROJECT NAME:** Historic Horseshoe Wall Repairs III

**PROJECT NUMBER:** H27-Z364

<b><u>SECTION</u></b>	<b><u>NUMBER OF PAGES</u></b>
Table of Contents.....	2
SE-310, Invitation for Design-Bid-Build Construction Services.....	1
AIA A701-1997 Instructions to Bidders South Carolina Division of Procurement Services, Office of State Engineer Version .....	13
Bid Bond (AIA A310) .....	1
SE-330, Lump Sum Bid Form.....	6
AIA Document A101-2007 Standard Form of Agreement between Owner and Contractor South Carolina Division of Procurement Services, Office of State Engineer Version .....	9
AIA Document A201-2007 General Conditions of the Contract for Construction South Carolina Division of Procurement Services, Office of State Engineer Version .....	49
SE-355, Performance Bond .....	2
SE-357, Labor & Material Payment Bond .....	2
SE-380, Change Order to Construction Contract .....	1

**TECHNICAL SPECIFICATIONS****DIVISION 00 - OTHER CONTRACTUAL REQUIREMENTS**

000100 .....	USC Supplemental General Conditions	4
000101 .....	USC One Year Guarantee	1

**DIVISION 01 - GENERAL REQUIREMENTS**

011000 .....	Summary	3
012100 .....	Allowances	2
012200 .....	Unit Prices	2
012600 .....	Contract Modification Procedures	2
012900 .....	Payment Procedures	4
013100 .....	Project Management and Coordination	7
013200 .....	Construction Progress Documentation	6
013300 .....	Submittal Procedures	8
013591 .....	Historic Treatment Procedures	8
014000 .....	Quality Requirements	4
015000 .....	Temporary Facilities and Controls	3
016000 .....	Product Requirements	4
017000 .....	Execution Requirements	4
017329 .....	Cutting and Patching	2
017700 .....	Closeout Procedures	4

**DIVISION 02 - EXISTING CONDITIONS**

020010 .....	Existing Conditions Photographs	20
024119 .....	Selective Structure Demolition	5

**DIVISION 04 - MASONRY**

040120 .....	Maintenance of Unit Masonry	18
049998 .....	Characterization of Masonry Mortar	44
049999 .....	Engineering Assessment of Bricks	10

**SE-310****INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES****AGENCY/OWNER:** University of South Carolina**PROJECT NAME:** Historic Horseshoe Wall Repairs III**PROJECT NUMBER:** H27-Z364**PROJECT LOCATION:** Columbia, SC**DESCRIPTION OF PROJECT/SERVICES:** Historic restoration of designated portions of the masonry wall surrounding USC's historic Horseshoe. Work shall include removal and replacement (tuckpointing) of all mortar on the exterior and interior faces of the wall, replacement of damaged brick, and removal and replacement of damaged portions of the wall. Small and minority business participation is encouraged.**BID/SUBMITTAL DUE DATE:** 5/14/18 **CONSTRUCTION COST RANGE:** \$ 250,000 to \$ 400,000 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:** http://purchasing.sc.edu. (See Facilities/Construction)**PLAN DEPOSIT AMOUNT:** \$ 0.00 **IS DEPOSIT REFUNDABLE** Yes ☐ No ☐ N/A ☒

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

*All questions & correspondence concerning this Invitation shall be addressed to the A/E.***A/E NAME:** Stubbs Muldrow Herin architects, inc.**A/E CONTACT:** Brooke Riesberg, AIA or Sam Herein, AIA**A/E ADDRESS: Street/PO Box:** 400 Hibben StreetCity: Mount PleasantState: SCZIP: 29464-**EMAIL:** b.riesberg@smha.com**TELEPHONE:** 843-881-7642**AGENCY PROJECT COORDINATOR:** Juaquana Brookins**ADDRESS: Street/PO Box:** USC Facilities Management, 1300 Pickens StreetCity: ColumbiaState: SCZIP: 29208-EMAIL: jbrookin@fmc.sc.eduTELEPHONE: 803-777-3596**PRE-BID CONFERENCE:** Yes ☒ No ☐**MANDATORY ATTENDANCE:** Yes ☒ No ☐**PRE-BID DATE:** 5/7/2018 **TIME:** 10:00 am**PLACE:** 1300 Pickens Street, Columbia, SC 29208**BID DUE DATE:** See Above **TIME:** 2:00 pm**PLACE:** 1300 Pickens Street, Columbia, SC 29208**BID DELIVERY ADDRESSES:****HAND-DELIVERY:****Attn:** Juaquana Brookins "Bid Enclosed"" USC Facilities Management, 1300 Pickens StreetColumbia, SC 29208**MAIL SERVICE:****Attn:** Juaquana Brookins "Bid Enclosed"USC Facilities Management, 1300 Pickens StreetColumbia, SC 29208**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)**Yes ☒No ☐**APPROVED BY:** \_\_\_\_\_*(OSE Project Manager)***DATE:** \_\_\_\_\_

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

***Instructions to Bidders***

This version of AIA Document A701™–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™– 1997, Instructions to Bidders — SCOSE Version,” or “AIA Document A701™–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)*

Historic Horseshoe Wall Repairs III, H27-Z364

Columbia, SC

H27-Z364

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina

USC Facilities Management, 1300 Pickens Street

Columbia, SC 29208

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)*

Stubbs Muldrow Herin architects, inc.

400 Hibben Street, Suite 100

Mount Pleasant, SC 29464

### TABLE OF ARTICLES

- |   |  |
|---|--|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |

This version of AIA Document A701–1997 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of the State Engineer. A comparative version of AIA Document A701–1997 showing additions and deletions by the South Carolina Division of Procurement Services, Office of the State Engineer is available for review on South Carolina state Web site.

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

## 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 2.1.7.1.2 of this provision.
- .2 Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

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

§ 2.1.7.2 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

following URL: [https://procurement.sc.gov/PS/PS-iran-divestment.plm\(.\)](https://procurement.sc.gov/PS/PS-iran-divestment.plm(.)) 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

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."

Init.

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.

§ 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-Attorney with the bid bond.

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

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

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

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest 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, SCOSI 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.scdor.org](http://www.scdor.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

Intt.

AIA Document A701™ - 1997. Copyright © 1970, 1974, 1976, 1987 and 1997 by The American Institute of Architects. All rights reserved. South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A701™ - 1997. Copyright © 2016 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 03/23/2018 13:30:51 under license number 200902657 and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

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

**Room or Area of Posting:** Lobby

**Building Where Posted:** Facilities Center

**Address of Building:** 1300 Pickens Street, Columbia, SC 29208

**WEB site address (if applicable):** purchasing.sc.edu

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

#### **§ 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](mailto:protest-ose@mmo.sc.gov),
- .2 by facsimile at 803-737-0639, or
- .3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

#### **§ 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**

## SECTION AIA A310-2010 - BID BOND

### 1.1 GENERAL

- A. Bid Bond, AIA Document A310-2010 Edition, is incorporated into the Contract Documents by reference herein.
- B. Copies of Bid Bond, AIA Document A310-2010 Edition, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington DC 20006, or from local AIA offices and reprographic offices.
- A. Original AIA Document on file at the Office of the University of South Carolina Construction Services, 743 Greene Street, Columbia, SC 29208.

END OF SECTION AIA A310-2010

# 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:** Historic Horseshoe Wall Repairs III  
**PROJECT NUMBER:** H27-Z364

### **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): Historic restoration of designated portions of the masonry wall surrounding USC's historic Horseshoe. Work shall include removal and replacement (tuckpointing) off all mortar on the exterior and interior faces of the wall, replacement of damaged brick, and removal and replacement of damaged portions of the wall.

\$ \_\_\_\_\_, 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>Deduct 50 s.f. of above grade repointing.</u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>2.</u>	<u>Add 20 s.f. of below grade repointing.</u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>3.</u>	<u>Remove / replace 1 cy of unsuitable soil</u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>4.</u>	<u>(See Section 012200 for full descriptions).</u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>5.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>6.</u>	<u></u>	<u></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:

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

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

## SE-330

## LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an 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.lsr.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:**\_\_\_\_\_

SECTION AIA A101-2007 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

1.1 GENERAL

- A. The Form of the Contract shall be the SCOSE Version of the AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, which is incorporated herein by reference. Samples of these documents may be viewed in Appendix J.2 of the OSE Manual, found at <https://procurement.sc.gov/manual>.

END OF SECTION AIA A101-2007

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

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

This version of AIA Document A201™–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™–2007, General Conditions of the Contract for Construction—SCOSE Version," or "AIA Document A201™–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)*

Historic Horseshoe Wall Repairs III, H27-Z364  
Columbia, SC

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina  
Facilities Management, 1300 Pickens St.,  
Columbia, SC 29208

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)*

Stubbs Muldrow Herin architects, Inc.  
400 Hibben Street, Suite 100  
Mount Pleasant, SC 29464

This version of AIA Document A201–2007 is modified by the South Carolina Division of Procurement, Office of the State Engineer. Publication of this version of AIA Document A201 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement, Office of the State Engineer. A comparative version of AIA Document A201–2007 showing additions and deletions by the South Carolina Division of Procurement, Office of the State Engineer is available for review on the State of South Carolina Web site.

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

### TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

Init.

AIA Document A201™–2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A201™–2007. Copyright © 2016 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 03/23/2016 13:39:25 under license number 2009902665 and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

### Accident Prevention

10

### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

### Addenda

1.1.1, 3.11

### Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

### Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

### Advertisement or Invitation to Bid

1.1.1

### Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

### All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

### Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

## 4

### Architect, Definition of

**4.1.1**

### Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

### Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

### Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

### Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

### Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

## Basic Definitions

## 1.1

### Bidding Requirements

1.1.1, 5.2.1, 11.4.1

### Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### Boiler and Machinery Insurance

**11.3.2**

### Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit  
3.7.1

**Capitalization**  
1.3

Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5

**Certificates for Payment**  
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,  
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance  
9.10.2, 11.1.3

**Change Orders**  
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8,  
5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10,  
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,  
12.1.2, 15.1.3

**Change Orders, Definition of**  
7.2.1

**CHANGES IN THE WORK**  
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.3.9

**Claims, Definition of**  
15.1.1

**CLAIMS AND DISPUTES**  
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims  
15.4.1

**Claims for Additional Cost**  
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

**Claims for Additional Time**  
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

**Concealed or Unknown Conditions, Claims for**  
3.7.4

Claims for Damages  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,  
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration  
15.3.1, 15.4.1

**Cleaning Up**  
3.15, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,  
15.1.4

**Commencement of the Work, Definition of**  
8.1.2

**Communications Facilitating Contract Administration**  
3.9.1, 4.2.4

Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 13.7, 14.1.2

**COMPLETION, PAYMENTS AND**  
9

Completion, Substantial  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 13.7

Compliance with Laws  
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,  
11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,  
14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4

Consent, Written  
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,  
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

**Consolidation or Joinder**  
15.4.4

**CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**  
1.1.4, 6

**Construction Change Directive, Definition of**  
7.3.1

**Construction Change Directives**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,  
9.3.1.1

Construction Schedules, Contractor's  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contingent Assignment of Subcontracts**  
5.4, 14.2.2.2

**Continuing Contract Performance**  
15.1.3

**Contract, Definition of**  
1.1.2

**CONTRACT, TERMINATION OR SUSPENSION OF THE**  
5.4.1.1, 11.3.9, 14

Contract Administration  
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**  
1.1.1

**Contract Sum**  
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4,  
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,  
15.2.5

**Contract Sum, Definition of**  
9.1

Contract Time  
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,  
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,  
15.1.5.1, 15.2.5

**Contract Time, Definition of**  
8.1.1

## **CONTRACTOR**

3

**Contractor, Definition of**

3.1, 6.1.2

**Contractor's Construction Schedules**

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contractor's Employees**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

**Contractor's Liability Insurance**

11.1

**Contractor's Relationship with Separate Contractors and Owner's Forces**

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

**Contractor's Relationship with Subcontractors**

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

**Contractor's Relationship with the Architect**

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

**Contractor's Representations**

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

**Contractor's Responsibility for Those Performing the Work**

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

**Contractor's Review of Contract Documents**

3.2

**Contractor's Right to Stop the Work**

9.7

**Contractor's Right to Terminate the Contract**

14.1, 15.1.6

**Contractor's Submittals**

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

**Contractor's Superintendent**

3.9, 10.2.6

**Contractor's Supervision and Construction**

**Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

**Contractual Liability Insurance**

11.1.1.8, 11.2

**Coordination and Correlation**

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

**Copies Furnished of Drawings and Specifications**

1.5, 2.2.5, 3.11

**Copyrights**

1.5, 3.17

**Correction of Work**

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

**Correlation and Intent of the Contract Documents**

1.2

**Cost, Definition of**

7.3.7

**Costs**

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

**Cutting and Patching**

3.14, 6.2.5

**Damage to Construction of Owner or Separate Contractors**

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

**Damage to the Work**

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

**Damages, Claims for**

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

**Damages for Delay**

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

**Date of Commencement of the Work, Definition of**

8.1.2

**Date of Substantial Completion, Definition of**

8.1.3

**Day, Definition of**

8.1.4

**Decisions of the Architect**

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, 9.5, 9.7, 14.1.1.3

**Defective or Nonconforming Work, Acceptance, Rejection and Correction of**

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

**Definitions**

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

**Delays and Extensions of Time**

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

**Disputes**

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

3.11

**Drawings, Definition of**

1.1.5

**Drawings and Specifications, Use and Ownership of**

3.11

**Effective Date of Insurance**

8.2.2, 11.1.2

**Emergencies**

10.4, 14.1.1.2, 15.1.4

**Employees, Contractor's**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,

10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, 10.3  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.1.7, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8, 10.4**  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2  
**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
10.2.5, 11.3  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
**11.3.3**  
Material Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

## **Materials, Hazardous**

10.2.4, 10.3

## **Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

## **Means, Methods, Techniques, Sequences and Procedures of Construction**

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

## **Mechanic's Lien**

2.1.2, 15.2.8

## **Mediation**

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1

## **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

## **MISCELLANEOUS PROVISIONS**

### **13**

## **Modifications, Definition of**

### **1.1.1**

## **Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

## **Mutual Responsibility**

### **6.2**

## **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, 12.3

## **Nonconforming Work, Rejection and Correction of**

2.3, 2.4, 3.3, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

## **Notice**

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

## **Notice, Written**

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1

## **Notice of Claims**

3.7.4, 10.2.8, 15.1.2, 15.4

## **Notice of Testing and Inspections**

13.5.1, 13.5.2

## **Observations, Contractor's**

3.2, 3.7.4

## **Occupancy**

2.2.2, 9.6.6, 9.8, 11.3.1.5

## **Orders, Written**

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## **OWNER**

### **2**

## **Owner, Definition of**

### **2.1.1**

## **Owner, Information and Services Required of the**

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

## **Owner's Authority**

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

## **Owner's Financial Capability**

2.2.1, 13.2.2, 14.1.1.4

## **Owner's Liability Insurance**

### **11.2**

## **Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

## **Owner's Right to Carry Out the Work**

2.4, 14.2.2

## **Owner's Right to Clean Up**

### **6.3**

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

### **6.1**

## **Owner's Right to Stop the Work**

### **2.3**

## **Owner's Right to Suspend the Work**

### **14.3**

## **Owner's Right to Terminate the Contract**

### **14.2**

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2, 12, 5.3

## **Partial Occupancy or Use**

9.6.6, 9.9, 11.3.1.5

## **Patching, Cutting and**

3.14, 6.2.5

## **Patents**

### **3.17**

## **Payment, Applications for**

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

## **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

## **Payment, Failure of**

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

## **Payment, Final**

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

## **Payment Bond, Performance Bond and**

7.3.7.4, 9.6.7, 9.10.3, 11.4

## **Payments, Progress**

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **PAYMENTS AND COMPLETION**

### **9**

## **Payments to Subcontractors**

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

## **PCB**

10.3.1

**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4

**Permits, Fees, Notices and Compliance with Laws**  
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF**

**10**

Polychlorinated Biphenyl  
10.3.1

**Product Data, Definition of**  
3.12.2

**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7

**Progress and Completion**  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project, Definition of**  
1.1.4

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY**

**10**

Regulations and Laws  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work  
3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

Representations  
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field Conditions by Contractor**  
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor  
3.12

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

**Royalties, Patents and Copyrights**  
3.17

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
10.2, 10.4

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

**Samples, Definition of**  
3.12.3

**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**  
3.11

**Schedule of Values**  
9.2, 9.3.1

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Shop Drawings, Definition of**  
3.12.1

**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7

**Site, Use of**  
3.13, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing  
4.2.6, 12.2.1, 13.5

**Specifications, Definition of**  
1.1.6

**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations  
13.7, 15.4.1.1

Stopping the Work  
2.3, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**  
5.1.1

**SUBCONTRACTORS**  
5

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule  
3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**  
6.1.1, 11.3.7

**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
4.1.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**  
**5.1.2**  
Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
3.9, 10.2.6

**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

**Surety**  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

**Surety, Consent of**  
9.10.2, 9.10.3

**Surveys**  
2.2.3

**Suspension by the Owner for Convenience**  
**14.3**  
Suspension of the Work  
5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**  
**14.1, 15.1.6**

**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.6

**Termination by the Owner for Convenience**  
**14.4**  
Termination of the Architect  
4.1.3  
Termination of the Contractor  
14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**  
**14**

**Tests and Inspections**  
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5

**TIME**  
**8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

**Time Limits**  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.3, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

**Time Limits on Claims**  
3.7.4, 10.2.8, 13.7, 15.1.2

**Title to Work**  
9.3.2, 9.3.3

**Transmission of Data in Digital Form**  
**1.6**

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**  
Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3  
Unit Prices  
7.3.3.2, 7.3.4  
Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

**Use of Site**  
**3.13, 6.1.1, 6.2.1**

**Values, Schedule of**  
**9.2, 9.3.1**  
Waiver of Claims by the Architect  
13.4.2  
Waiver of Claims by the Contractor  
9.10.5, 13.4.2, 15.1.6  
Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
Waiver of Consequential Damages  
14.2.4, 15.1.6  
Waiver of Liens  
9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, 11.3.7

**Warranty**  
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

**Weather Delays**  
15.1.5.2

**Work, Definition of**  
**1.1.3**  
Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2  
Written Interpretations  
4.2.11, 4.2.12  
Written Notice  
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2

init.

## **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.

## **§ 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.

## **§ 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 provided 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 construction schedule are as follows:  
(Check box if applicable to this Contract)

☐ The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth 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.

### **§ 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

Init.

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 to 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.php>. 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.

#### **§ 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

Init.

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;

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.

#### **§ 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.

**§ 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

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.

**§ 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

### **§ 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, OSF 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 OSF 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.

**§ 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.

**§ 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 waived 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 waived 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 15.4 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 States Constitution.

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

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

#### **§ 15.6.5 SERVICE OF PROCESS**

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims, 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: n/a  
☐ Structural: n/a  
☐ Mechanical: n/a  
☐ Plumbing: n/a  
☐ Electrical: n/a  
☐ Gas: n/a  
☐ Other (list): n/a

Remarks:

**§ 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.)*

See Section 012100 Allowances.

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

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.)*

See Section 013300 Submittal Procedures

**§ 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.)*

See Section 0150000 Temporary Facilities.

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

See Section 017000 Closout Procedures

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

USC Supplemental General Conditions dated 4/21/05.

# 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 29208

hereinafter referred to as “Agency”, or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: Historic Horseshoe Wall Repairs III

State Project Number: H27-Z364

Brief Description of Awarded Work: Historic restoration of designated portions of the masonry wall surrounding USC's historic Horseshoe. Work shall include removal and replacement (tuckpointing) of all mortar on the exterior and interior faces of the wall, replacement of damaged brick, and removal and replacement of damaged portions of the wall.

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

Name: Stubbs Muldrow Herin architects, inc.

Address: 400 Hibben Street, Suite 100

Mount Pleasant, SC 29464

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

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

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

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

### CONTRACTOR

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

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

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

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

### SURETY

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

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

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

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

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

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

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

**SE-357****LABOR & MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

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

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

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

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

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

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*Name: University of South CarolinaAddress: 1300 Pickens StreetColumbia SC 29208

hereinafter referred to as "Agency", or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to constructState Project Name: Historic Horseshoe Wall Repairs IIIState Project Number: H27-Z364

Brief Description of Awarded Work: Historic restoration of designated portions of the masonry wall surrounding USC's historic Horseshoe. Work shall include removal and replacement (tuckpointing) of all mortar on the exterior and interior faces of the wall, replacement of damaged brick, and removal and replacement of damaged portions of the wall.

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Stubbs Muldrow Herin architects, inc.Address: 400 Hibben Street, Suite 100Mount Pleasant, SC 29464

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 CarolinaPROJECT NAME: Historic Horseshoe Wall Repairs IIIPROJECT NUMBER: H27-Z364

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 of 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.

## USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

### WORK AREAS

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

### PROJECT FENCING

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

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

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

#### BEHAVIOR

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

#### HAZARDOUS MATERIALS & SAFETY COMPLIANCE

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

#### LANDSCAPE & TREE PROTECTION

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

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

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

#### TEMPORARY FACILITIES

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

#### CAMPUS KEYS

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

#### WELDING

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

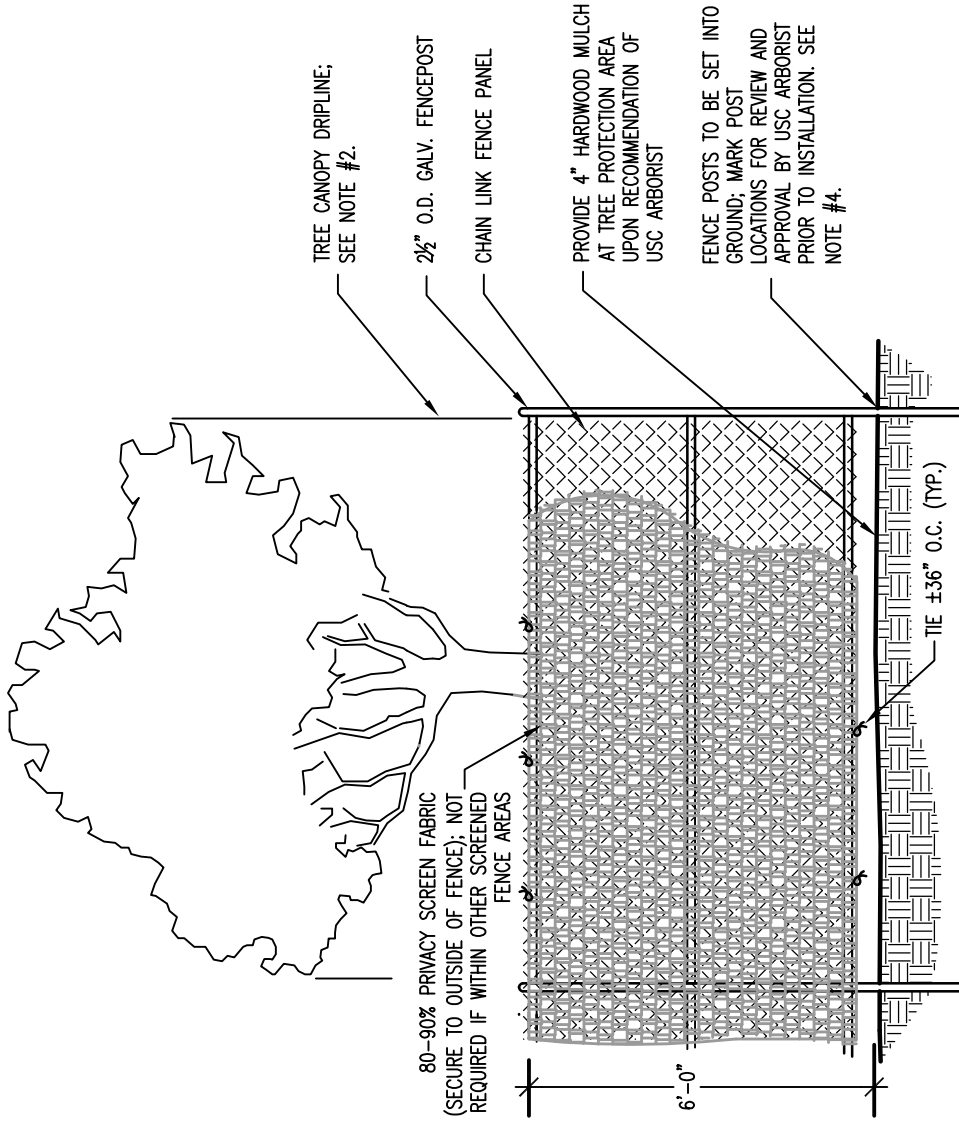
#### PROJECT EVALUATION & CLOSE-OUT

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

this is completed.

#### CAMPUS VEHICLE EXPECTATIONS

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



NOTES:

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

TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NO SCALE REVISED 8.28.14

Project Name: USC Historic Horseshoe Wall Repairs III  
Project Number: H27-Z364

University of South Carolina

**CONTRACTOR'S ONE YEAR GUARANTEE**

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

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

WE \_\_\_\_\_  
as 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 \_\_\_\_\_

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Owner's Consultants.
  - 3. Type of the Contract.
  - 4. Qualifications.
  - 5. Permits and Cost of Permits.
  - 6. Work under other contracts.
  - 7. Use of premises
  - 8. Owner's occupancy requirements.
  - 9. Owner furnished products.
  - 10. Specification formats and conventions.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Description: Historic restoration of designated portions of the masonry wall surrounding USC's historic Horseshoe. Work shall include removal and replacement (tuckpointing) of all mortar on the exterior and interior faces of the wall, replacement of damaged brick, and removal and replacement of damaged portions of the wall.

#### 1.4 OWNER'S CONSULTANTS

- A. The Owner has retained two consultants under separate contracts for the design of this project:
  - 1. Architect: Stubbs Muldrow Herin architects, inc., Mount Pleasant, SC
  - 2. Historic Materials Analysis: Dr. Dennis Brosnan, Clemson, SC.

#### 1.5 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

#### 1.6 PERMITS

- A. Authorities having jurisdiction include:
  - 1. Office of the State Engineer (Review was not required, permit not required).

2. The State Department of Archives and History. (Documents have been submitted for review by this agency, permit not required).
3. City of Columbia. (Contractor shall comply with applicable ordinances for working in the city).

#### 1.7 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will conduct separate Work for the following construction operations at Project Site. These operations are scheduled to be completed prior to the Work described in these Documents. However, subsequent coordination may be required between the Contractor and USC's Facilities Management Office during the course of the Work.
  1. Tree Removal.
  2. Tree Protection.
  3. Sitework and Construction on projects adjacent to the Work as indicated.

#### 1.8 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  1. Contractor shall coordinate access to the site with the Architect and Owner's representatives.
  2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- B. Staging/Laydown Area: Staging area for the Work at the Horseshoe is very limited. A location adjacent SEGMENT 1 has been identified on the drawings for interim staging of brick and other materials. The Contractor shall be responsible for restoring any landscape areas to their existing condition at the end of the project. A remote area of USC property may be available for bulk brick delivery and storage, and if needed shall be coordinated with USC's Project Manager; and the contractor shall be responsible for transporting brick to the project staging area as needed.
- C. Parking: USC will request and pay for two (2) contiguous on-street parking spaces at various locations along Pendleton Street for the Contractor's use (for work vehicle/trailer) during the project; the spaces will be located as close as possible to the contractor's work zone at any given time. Additional employee parking is available in USC garages at a monthly rental rate of \$60 plus a \$25 access card charge. Contact Parking Services at 803-777-4366 for additional information.
  1. USC will coordinate with the contractor to arrange on-street parking, sidewalk closures and other temporary encroachment on the public right-of-way. Contractor shall be required to provide indemnification and liability insurance as the permittee of any temporary City of Columbia encroachment.
- D. Work Hours: Normal work hours shall be observed. Weekend work hours shall be generally available pending any special events. Special work restrictions may be required during University events such as graduation.

## 1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump sum allowances.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

## 1.6 LUMP-SUM AND UNIT COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 — Signage Hardware: Include the sum of \$1,000 for purchase and installation of signage hardware at 12 brick panels. Locations to be coordinated with Architect prior to installation.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

#### 1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: It is anticipated the scheduled work items and amounts may be required on this project. These items and amounts are not included in the Technical Specifications and Drawings documents; they are in addition to work indicated in the documents. These work items shall conform to referenced standards in the Technical Specifications. If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities.
- C. Indicate unit prices on Bid Form.
- D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

- E. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1:

1. Description: Deduct 50 square feet of above grade mortar repointing on wall area including piers and cap (for example 7'-0" long by 7'-0" tall face of wall and cap or 16'-8 long by 3'-0"). This unit price shall be the basis for calculating Work removed from Contract in the event of an access conflict caused by adjacent work under a separate agreement; or in the event sound mortar is encountered that does not require repointing. Cost basis: square foot of surface area.
2. Unit of Measurement: Fifty (50) Square Feet.

B. Unit Price No. 2:

1. Description: Add 20 square feet of below grade mortar repointing, including excavation and backfill. Cost basis: square foot of surface area.
2. Unit of Measurement: Twenty (20) Square Feet.

C. Unit Price No. 3:

1. Description: Removal of one cubic yard of unsuitable soil adjacent to and under wall; add one cubic yard of flowable fill to replace unsuitable soil under wall; and add one cubic yard of suitable growing mixture of sand and organic fill material above flowable fill to finish grade. Include labor and materials temporary shoring required to conduct the removal and replacement of each unsuitable cubic yard of material.
2. Unit of Measurement: Cubic Yard.

END OF SECTION 012200

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect's form.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use Architect's form for Proposal Requests.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on Form SE-480, "Construction Change Order".

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on Form SE-420, "Construction Change Directive". Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.

- d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
  6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Waste management plan.
  16. Data needed to acquire Owner's insurance.
  17. Initial settlement survey and damage report if required.
- H. Periodic Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of periodic Applications for Payment during the course of the project include the following:
1. RFI log.
  2. Schedule updates.
  3. Meeting minutes since last application for payment.
  4. Waste management plan.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Full or Partial Substantial Completion (Form SE-550A), submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- J. Final Payment Application: After issuing the Certificate of Final Completion (Form SE-560C), submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates verifying that required contract insurance will remain in force after final payment and will not be canceled or expired until 30 days after written notice has been given by Agency. Provide certificate in form of AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance".
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Inspection reports.
  10. Record documents.
  11. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
  - 3. Requests for Interpretation (RFIs).

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.

7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

#### 1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

#### 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner, Architect and others as may be identified by the Owner of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items identified in Table 7.3-1, "Pre-Construction Conference" of the OSE Manual.
  3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related requests for interpretations (RFIs).
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.

- i. Possible conflicts.
  - j. Compatibility problems.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals, unless otherwise indicated in Agreement. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.

- 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Requests for interpretations (RFIs).
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Minutes: Record and distribute to attendees the meeting minutes.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals, concurrent with regular progress meetings. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: Include each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work. Notify representatives of Owner and Architect 5 days prior to coordination meetings. Architect's attendance is optional.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of Architect.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: CSI Form 13.2A.
  1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
  1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow one to five working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
  1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

# REQUEST FOR INFORMATION

CONTRACTOR:		ARCHITECT:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
PROJECT NAME:		PROJECT LOCATION:	
RFI NUMBER:	DATE OF REQUEST:	DATE RESPONSE REQUIRED (2 DAYS MIN.):	
DESCRIPTION OF RFI:			
AS-BUILT SKETCHES ENCLOSED:	SPECIFICATION PARAGRAPH REFERENCE:	DRAWING REFERENCE:	
CONTRACTOR'S RECOMMENDATION:			
COST IMPACT:		SCHEDULE IMPACT:	
SUBCONTRACTORS AFFECTED:			
SUBCONTRACTORS COORDINATED WITH:			
SUBMITTED BY:			
ARCHITECT'S RESPONSE:			
BY:			

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
  - 3. Daily construction reports.
  - 4. Material location reports.
  - 5. Field condition reports.
  - 6. Special reports.
  - 7. Scheduling consultant qualifications.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
  - H. Major Area: A story of construction, a separate building, or a similar significant construction element.
  - I. Milestone: A key or critical point in time for reference or measurement.
  - J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
  - K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Contractor's Construction Schedule: Submit initial schedule, large enough to show entire schedule for entire construction period to Owner, Architect, and others identified by the Owner at the pre-construction meeting.
  1. Submittal may be by electronic copy, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date in title block.
- B. Field Condition Reports: Submit at time of discovery of differing conditions.
- C. Special Reports: Submit at time of unusual event.
- D. Revised Schedules: Submit each month that schedule is affected.

#### 1.5 QUALITY ASSURANCE

- A. Scheduler Qualifications: An experienced specialist in scheduling and reporting
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including interim milestones and partial Owner occupancy.
  4. Review delivery dates for Owner-furnished products.
  5. Review schedule for work of Owner's separate contracts.
  6. Review time required for review of submittals and resubmittals.
  7. Review requirements for tests and inspections by independent testing and inspecting agencies.
  8. Review time required for completion and startup procedures.
  9. Review and finalize list of construction activities to be included in schedule.
  10. Review submittal requirements and procedures.
  11. Review procedures for updating schedule.

## 1.6 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.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each trade, component, or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Startup and Testing Time: Include time for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.
  8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure.
    - c. Completion of mechanical installation.
    - d. Completion of electrical installation.
    - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (refer to special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial Completions and occupancies.
  19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### 1.3 CAD DRAWINGS

- A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by the Architect for Contractor's use in preparing submittals for a nominal fee to cover the time expense with the following terms.
  - 1. CADD files provided by Stubbs Muldrow Herin architects, inc. and/or architect's consultants may be used by the subcontractor only for pictorial use in the production of shop drawings for that project. Any title blocks, dimensions, text, or other information pertaining to the contract drawings will not appear on shop drawings except by special permission by the architect or engineer.
  - 2. The CADD files and information contained therein will not be transmitted, transferred and otherwise disseminated to any other third party for any purpose.
  - 3. Provision of CADD files by the Architect does not relieve the Contractor of obligations of the Contract Documents, including AIA A201, General Conditions of the Contract.
  - 4. The Architect shall be reimbursed for administrative and handling costs at the rate of \$45 per drawing file mailed or electronically transferred.
  - 5. By using the architect's electronic file you acknowledge and agree as follows: Stubbs Muldrow Herin architects, inc. (SMHa) or its consultants assumes no liability for your use of electronic files provided by SMHa. SMHa shall not be responsible for any error or malfunction in the translation, interpretation or use of this electronic information. SMHa does not assume any responsibility arising out of our provision of electronic information or the sufficiency of any drawings prepared based upon this information. In addition, by using this file you agree, to the fullest extent permitted by law, to indemnify and hold SMHa harmless from any damage, liability, or cost, including reasonable attorney's fees and costs of defense, arising from any use or reuse of electronic files provided by SMHa by you, or any person or entity which acquires or obtains the electronic files from or through you. SMHa makes no warranties, either expressed or implied, of merchantability or fitness for any purpose of the electronic files. In no event shall SMHa be liable for any loss of profit or any damages. SMHa hereby reserves its common law copyright to these documents, any associated specifications, design concepts, details and ideas. These documents, specifications design concepts, details and ideas shall not be reproduced, revised or copied in whole or in part, nor shall they be distributed to any other parties without written permission from SMHa. These files are the sole property of SMHa and are intended for archive and record purposes only and shall not be copied in whole or in part without written permission from SMHa.

#### 1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use Form attached, or similar, at end of this section.
  2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Approved."
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "Approved" taken by Architect.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  4. Submit Product Data before or concurrent with Samples.
  5. Number of Copies: Submit electronic PDF file, or three copies of Product Data, for submittals to be reviewed by Architect unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
  - b. Identification of products.
  - c. Fabrication and installation drawings.
  - d. Roughing-in and setting diagrams.
  - e. Shopwork manufacturing instructions.
  - f. Templates and patterns.
  - g. Schedules.
  - h. Design calculations.
  - i. Compliance with specified standards.
  - j. Notation of coordination requirements.
  - k. Notation of dimensions established by field measurement.
  - l. Relationship to adjoining construction clearly indicated.
  - m. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches .
  3. Number of Copies: Submit electronic PDF file, or three copies of Product Data, for submittals to be reviewed by Architect unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document..
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
  4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Certificates: Prepare written statements on manufacturer's letterhead certifying that item complies with requirements in the Contract Documents. Include evidence of experience where required.
- E. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- F. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- G. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- H. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- I. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- J. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. **Approval Stamp:** Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S/ ACTION

- A. **General:** Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. **Action Submittals:** Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. **Approved:** Where submittals are marked "Approved," that part of Work covered by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend upon that compliance.
  - 2. **Approved as Noted:** When submittals are marked "Approved as Noted," that part of Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents; final acceptance will depend on that compliance.
  - 3. **Revise and Resubmit:** When submittal is marked "Revise and Resubmit," do not proceed with that part of Work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare new submittal in accordance with notations; resubmit without delay. Repeat if necessary to obtain different action mark.
  - 4. **Other Action:** Where submittal is primarily for information or record purposes, special processing or other activity, submittal will be returned, marked "Not Reviewed".
- C. **Informational Submittals:** Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**SUBMITTAL FORM**

USC Historic Horseshoe Wall Repairs III

State No. H27-Z364

SMHa No. 1806

GC No.

Stubbs Muldrow Herin architects, inc.

400 Hibben Street

Mount Pleasant, SC 29464

Spec No.		Submittal Date	
Submittal Name		Rec'd by Arch Date	
Tracking	Original Re-submittal	Address Phone eMail	<i>insert Contractor Name</i>
Fwd To /On:		Address Phone eMail	<i>insert Subcontractor Name</i>
Due to GC Date:		Address Phone eMail	<i>insert Supplier Name</i>

---

**Contractor's Stamp**

---

**Architect's Action/Stamp**

END OF SECTION 013300

## SECTION 013591 - HISTORIC TREATMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general protection and treatment procedures for designated exterior historic surfaces in the Project.
- B. Related Requirements:
  - 1. Section 040120 "Maintenance of Unit Masonry" for specific requirements for brick masonry restoration.

#### 1.3 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.
- C. Existing to Remain: Existing items that are not to be removed or dismantled.
- D. Historic: Spaces, areas, materials, and overall appearance, which are important to the successful restoration and reconstruction as determined by Architect. Designated historic surfaces are indicated on Drawings and scheduled in this Section.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Reconstruct: To remove existing item, replicate damaged or missing components, and reinstall in original position.
- G. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- H. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- I. Remove: Specifically for historic spaces, areas, rooms, and surfaces, the term means to detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.

- J. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- K. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- L. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- M. Reproduce: To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.
- N. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- O. Retain: To keep existing items that are not to be removed or dismantled.
- P. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- Q. Salvage: To protect removed or dismantled items and deliver them to Owner[ ready for reuse].
- R. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- S. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 MATERIALS OWNERSHIP

- A. Historic items of interest or value to Owner may be encountered during removal and dismantling work remain Owner's property. Carefully dismantle and salvage each item or object.
- B. The Work will involve the replacement of deteriorated materials. Selected materials shall be retained as a reference for replacement work. Dispose of material only upon approval of the Architect or Owner's Representative.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Construction Schedule for Historic Treatments: Indicate for entire Project the following for each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces:
  - 1. Detailed sequence of historic treatment work, with starting and ending dates, coordinated with Owner's continuing operations and other known work in progress.
- B. Qualification Data: For historic masonry workers.
- C. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by Contractor's historic treatment operations.
- D. Inventory of Salvaged Items: After removal or dismantling work is complete, submit a list of items that have been salvaged.

## 1.6 QUALITY ASSURANCE

- A. Contractor Qualifications: An experienced firm regularly engaged in historic treatments similar in nature, materials, design, and extent to this work as specified in each section below, and that has completed a minimum of five recent projects with a record of successful in-service performance that demonstrate the firm's qualifications to perform this work.
  - 1. Field Supervisor Qualifications: Full-time supervisors experienced in historic treatment work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on Project site during times that historic treatment work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of the Contractor.
  - 2. Worker Qualification: Persons who are experienced in historic treatment work of types they will be performing. Having demonstrated a minimum of 5 years of related experience and 5 completed projects.
    - a. Section 04120 - Maintenance of Unit Masonry.
- B. Work Program: Prepare a written plan for the Project, including each phase or process and protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  - 2. Include plans clearly marked to show debris hauling routes and locations and details of temporary protective barriers.
- C. Mockups: Prepare mockups of specific historic treatment procedures specified to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
- D. Regulatory Requirements: Comply with notification regulations of authorities having jurisdiction before beginning removal and dismantling work. Comply with hauling and disposal regulations of authorities having jurisdiction.
- E. Standards: Comply with ANSI/ASSE A10.6.
- F. Preconstruction Conference: Conduct conference at Project site.
  - 1. General: Review methods and procedures related to historic treatment including, but not limited to, the following:
    - a. Review manufacturer's written instructions for precautions and effects of historic treatment procedures on materials, components, and vegetation.
    - b. Review and finalize historic treatment construction schedule; verify availability of materials, equipment, and facilities needed to make progress and avoid delays.
    - c. Review qualifications of personnel assigned to the work and assign duties.
    - d. Review material application, work sequencing, tolerances, and required clearances.
    - e. Review areas where existing construction is to remain and requires protection.

2. Removal and Dismantling:

- a. Inspect and discuss condition of construction to be removed or dismantled.
- b. Review requirements of other work that relies on substrates exposed by removal and dismantling work.

1.7 STORAGE AND PROTECTION OF HISTORIC MATERIALS

A. Salvaged Historic Materials:

1. Clean only loose debris from salvaged historic items unless more extensive cleaning is indicated.
2. Store items in a secure area until delivery to Owner.

B. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.

1.8 PROJECT CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.
- B. Storage or sale of removed or dismantled items on-site is not permitted unless otherwise indicated.

1.9 COORDINATION

- A. Coordinate historic treatment procedures in this Section with public circulation patterns at Project site with Authorities having jurisdiction. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 HISTORIC REMOVAL AND DISMANTLING EQUIPMENT

- A. Removal Equipment: Use only hand-held tools except as follows or unless otherwise approved by Architect on a case-by-case basis:
- B. Dismantling Equipment: Use manual, hand-held tools, except as follows or otherwise approved by Architect on a case-by-case basis:
  1. Hand-held power tools are permitted only as submitted in the historic treatment program. They must be adjustable so as to penetrate or cut only the thickness of material being removed.

### 3.2 EXAMINATION

- A. Preparation for Removal and Dismantling: Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed or dismantled and location of utilities and services to remain that may be hidden by construction that is to be removed or dismantled.
  - 1. Verify that affected utilities have been disconnected and capped.
  - 2. Inventory and record the condition of items to be removed and dismantled for reinstallation or salvage.
  - 3. Before removal or dismantling of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
  - 4. If in the opinion of the Contractor, any removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures as a result of removal and dismantling work notify the Architect immediately.
- B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
- C. Perform surveys as the Work progresses to detect hazards resulting from historic treatment procedures.

### 3.3 PROTECTION, GENERAL

- A. Ensure that supervisory personnel are on-site and on duty when historic treatment work begins and during its progress.
- B. Protect persons, motor vehicles, surrounding surfaces of the wall structure, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide barricades, barriers, and temporary directional signage to exclude public from areas where historic treatment work is being performed.
  - 3. Contain dust and debris generated by removal and dismantling work and prevent it from reaching the public or adjacent surfaces.
  - 4. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
- C. Temporary Protection of Historic Materials:
  - 1. Protect existing historic materials with temporary protections and construction. Do not deface or remove existing materials.
  - 2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.
- D. Utility and Communications Services:
  - 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by the historic treatment work before commencing operations.
  - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for the historic treatment work.
  - 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

- E. Existing Roofing: Prior to the start of work in an area, install roofing protection where the roof will be exposed to construction activity.

### 3.4 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemical cleaners.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof, UV resistant, and will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials staining.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize and collect alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### 3.5 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following.
  - 1. Comply with NFPA 241 requirements unless otherwise indicated.
  - 2. Remove and keep area free of combustibles including, rubbish, paper, waste, and chemicals, except to the degree necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
  - 3. Prohibit smoking by all persons within Project work and staging areas.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or highly combustible materials, including welding, torch-cutting, soldering, brazing, paint removal with heat, or other operations where open flames or implements utilizing high heat or combustible solvents and chemicals are anticipated:
  - 1. Do not perform work with heat-generating equipment in or near areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  - 2. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  - 3. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  - 4. Fire Watch: Before working with heat-generating equipment or highly combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows.
    - a. Train each fire watch in the proper operation of fire-control equipment and alarms.

- b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
  - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
  - d. Have fire watch perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work at each area of Project site to detect hidden or smoldering fires and to ensure that proper fire-prevention is maintained.
  - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire Extinguishers, Fire Blankets, and Rag Buckets: Maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire watch are trained in fire-extinguisher and blanket operation.

### 3.6 GENERAL HISTORIC TREATMENT

- A. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- B. Halt the process of deterioration and stabilize conditions unless otherwise indicated. Perform work as indicated on Drawings. Follow the procedures in subparagraphs below and procedures approved in historic treatment program:
  - 1. Retain as much existing material as possible.
  - 2. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
  - 3. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction photographs.
- C. Notify Architect of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

### 3.7 HISTORIC REMOVAL AND DISMANTLING

- A. General: Have removal and dismantling work performed by a qualified individual. Ensure that workers field supervisors are present when removal and dismantling work begins and during its progress.
- B. Perform work according to the historic treatment program and approved mockup(s).
  - 1. Provide supports or reinforcement for existing construction that becomes temporarily weakened by the work, until the work is completed.
  - 2. Perform cutting by hand or with small power tools wherever possible. Cut holes and slots neatly to size required, with minimum disturbance of adjacent work.
  - 3. Do not drill or cut columns, beams, joints, girders, structural slabs, or other structural supporting elements, without having Contractor's professional engineer's written approval for each location before such work is begun.
- C. Water-Mist Sprinkling: Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.

- D. Unacceptable Equipment: Keep equipment that is not permitted for historic removal or dismantling work away from the vicinity where such work is being performed.
- E. Removing and Dismantling Items on or near Historic Surfaces:
  - 1. Use only dismantling tools and procedures within 12 inches of historic surface. Do not use pry bars. Protect historic surface from contact with or damage by tools.
  - 2. Unfasten items to be removed, in the opposite order from which they were installed.
  - 3. Support each item as it becomes loosened to prevent stress and damage to the historic surface.
  - 4. Dismantle anchorages.

END OF SECTION 013591

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- J. Special Inspections: Not required on this project, however, the Owner reserves the right to conduct special inspections reviewing the quality of the Work at any time during the construction period.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: 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 Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of the applicable regulations and retain at Project site to be available for reference by parties who have a reasonable need.

#### 1.6 QUALITY ASSURANCE

- 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 producing products 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.

- E. 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.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: For other tests or inspections where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services for testing indicated in individual sections and as otherwise required by authorities having jurisdiction.
- C. Special Tests and Inspections: Owner reserves the right to engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
  - 1. Section 013591 for Temporary Protections, Mockups
  - 2. Section 024119 for Dust and Noise Control.

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Electric power service.
  - 4. Telephone service.

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum.
- B. Water Service: A water source is available for use by the Contractor from adjacent irrigation and building areas to the project area. Coordinate with USC project manager.
- C. Electric Power Service: Contractor shall provide for their power source. Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Temporary facilities, utility hookups, staging areas, parking areas for construction personnel.
- B. Security and Protection Plan. Submit proposed protection plan for Owner's information and coordination.

#### 1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.

2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
1. Keep temporary services and facilities clean and neat.
  2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Office: Not required.
- C. Temporary Fencing: Provide, install, and relocate as the project progresses; 250 linear feet of temporary fencing with stands, clamps, and windscreen.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Drinking-Water Fixtures: bottled-water drinking-water units, including paper cup supply.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
- B. Water Service: Connect temporary service to Owner's service, as directed by Owner.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period.
- E. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
- G. Telephone Service: Provide telephone service throughout construction period.

### 3.3 OPERATION, TERMINATION, 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. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- B. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of the public from potential hazards of the project site including but not limited to construction operations, and equipment. Protect construction, both in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

#### 1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use Form included in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

- j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 3 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 5 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

#### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
- 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Store cementitious products and materials on elevated platforms.
  - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.

## 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.

2. Manufacturer: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017000 - EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. General installation of products.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical utilities and other construction affecting the Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Verify compatibility with and suitability of materials with existing conditions and materials.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other

construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. General:
  - 1. Establish benchmarks and control points to set lines and levels of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions. Do not use electronic files scaled. Actual dimensions in the field shall govern for overall quantities, detailed dimensions indicated on Drawings shall govern unless noted otherwise.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate existing site conditions, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations that may affect the Work.
- D. Construction Lines and Levels: Locate and lay out control lines and levels where existing work may need to be replaced to ensure accurate reconstruction. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with supplier's written instructions for temperature and relative humidity.

### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 017000

## SECTION 017329 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

#### 1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior in a manner that would, in Architect's opinion, reduce the project's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Prepare and submit Project Record Documents.
  - 5. Deliver extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 8. Complete final cleaning requirements.
  - 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion, in accordance with General Conditions of the Contract for Construction and Standard Supplementary Conditions. On receipt of request, Architect will either proceed with scheduling the inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's

list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 CERTIFICATE OF OCCUPANCY

- A. A Certificate of Occupancy will not be required for this project.

#### 1.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or other Architect approved form.

#### 1.7 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

## 1.8 MAINTENANCE MANUALS

- A. Assemble a complete set of material and maintenance data.
  - 1. Maintenance Data:
    - a. Mortar materials.
    - b. Replacement Brick.
    - c. Cleaning materials.
    - d. Other relevant material that will assist in future maintenance and restoration projects.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "MAINTENANCE MANUAL," Project name, and subject matter of contents.

## 1.9 WARRANTIES

- A. Submittal Time: Submit written warranties at Substantial Completion. Warranty period shall commence at date of Substantial Completion, exclusive of any time of operation during construction.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

## 020010 - EXISTING CONDITIONS AND PHOTOGRAPHS

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

- 1. Section 020010 - Photographs on pages following this section.

### 1.2 SUMMARY

- A. Bidders shall visit the site and examine the existing conditions. Bidders submitting a bid represent that they accept the condition of the wall and intend to provide all necessary materials and labor to perform the Work as described in the Documents.
- B. The numbered images on the following 12 pages are provided for information and correlate to the numbers on the drawings of each wall segment and are provided for the bidder's information.
- C. Larger higher resolution images are available from the office of the Architect, Stubbs Muldrow Herin architects, 400 Hibben Street, Mount Pleasant, SC 29464 (843) 881-7642 upon request.

END OF SECTION 020010



Segment 1: Ref. Points 1-2  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 2-3  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 3-4  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 4-5  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 5-6  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 6-7  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 7-8  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 8-9  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 9-10  
Greene Street (Exterior Elevation)



Segment 1-2: Ref. Points 10-11  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 11-12  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 12-13  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 13-14  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 14-15  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 15-16  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 16-17  
Greene Street (Exterior Elevation)



Segment 2: Ref. Points 17-18  
Greene Street (Exterior Elevation)



Segment 2-3: Ref. Points 18-19  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 19-20  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 20-21  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 21-22  
Greene Street (Exterior Elevation)



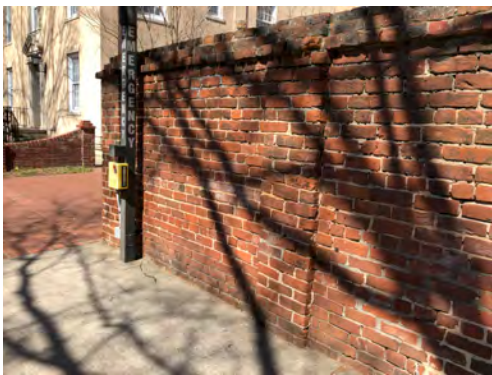
Segment 3: Ref. Points 22-23  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 23-24  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 24-25  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 25-26  
Greene Street (Exterior Elevation)



Segment 3: Ref. Points 26-27  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 28-29  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 29-30  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 30-31  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 31-32  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 32-33  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 33-34  
Greene Street (Exterior Elevation)



Segment 4: Ref. Points 34-35  
Greene Street (Exterior Elevation)



Segment 4-5: Ref. Points 35-36  
Greene Street (Exterior Elevation)



Segment 5: Ref. Points 36-37  
Greene Street (Exterior Elevation)



Segment 5: Ref. Points 37-38  
Greene Street (Exterior Elevation)



Segment 5: Ref. Points 38-39  
Greene Street (Exterior Elevation)



Segment 5: Ref. Points 38-39  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 40-41  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 41-42  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 42-43  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 43-44  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 44-45  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 45-46  
Greene Street (Exterior Elevation)



Segment 6: Ref. Points 46-47  
Greene Street (Exterior Elevation)



Segment 6-7: Ref. Points 47-48  
Greene Street (Exterior Elevation)



Segment 7: Ref. Points 48-49  
Greene Street (Exterior Elevation)



Segment 7: Ref. Points 49-50  
Greene Street (Exterior Elevation)



Segment 7: Ref. Points 50-51  
Greene Street (Exterior Elevation)



Segment 1: Ref. Points 1-2  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 2-3  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 3-4  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 4-5  
Greene Street (Interior Elevation)



Segment 1: Ref. Point 5  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 6  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 6-7  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 7-8  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 8-9  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 9-10  
Greene Street (Interior Elevation)



Segment 1-2: Ref. Points 10-11  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 11-12  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 12-13  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 13-14  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 14-15  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 15-16  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 16-17  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 17-18  
Greene Street (Interior Elevation)



Segment 2: Ref. Points 18-19  
Greene Street (Interior Elevation)



Segment 2-3: Ref. Points 19-20  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 20-21  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 21-22  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 22-23  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 23-24  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 24-25  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 25-26  
Greene Street (Interior Elevation)



Segment 3: Ref. Points 26-27  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 28-29  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 29-30  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 30-31  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 31-32  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 32-33  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 33-34  
Greene Street (Interior Elevation)



Segment 4: Ref. Points 34-35  
Greene Street (Interior Elevation)



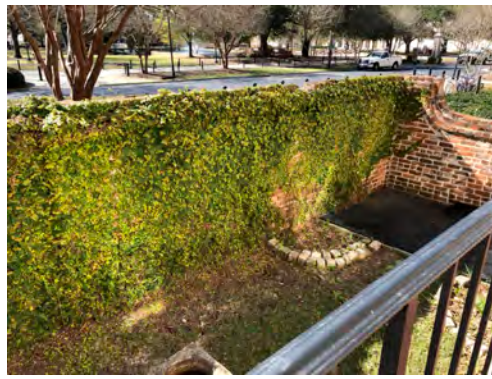
Segment 4-5: Ref. Points 35-36  
Greene Street (Interior Elevation)



Segment 5: Ref. Points 36-37  
Greene Street (Interior Elevation)



Segment 5: Ref. Points 37-38  
Greene Street (Interior Elevation)



Segment 5: Ref. Points 38-39  
Greene Street (Interior Elevation)



Segment 5: Ref. Points 38-39  
Greene Street (Interior Elevation)



Segment 1: Ref. Points 40  
Greene Street (Interior Elevation)



Segment 6: Ref. Points 40-41  
Greene Street (Interior Elevation)



Segment 6: Ref. Points 41-42  
Greene Street (Interior Elevation)



Segment 6: Ref. Points 42-43  
Greene Street (Interior Elevation)



Segment 6: Ref. Points 43-44  
Greene Street (Interior Elevation)



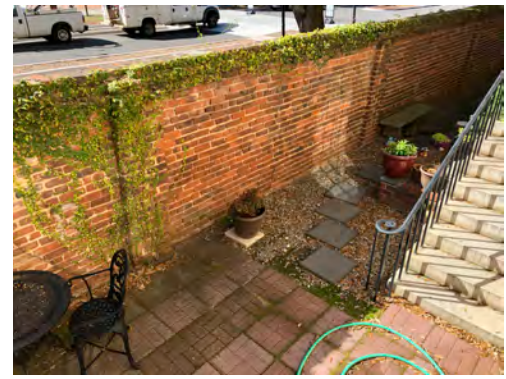
Segment 6: Ref. Points 44-45  
Greene Street (Interior Elevation)



Segment 6: Ref. Points 45-46  
Greene Street (Interior Elevation)



Segment 6: Ref. Points 46-47  
Greene Street (Interior Elevation)



Segment -67: Ref. Points 47-48  
Greene Street (Interior Elevation)



Segment 7: Ref. Points 48-49  
Greene Street (Interior Elevation)



Segment 7: Ref. Points 49-50  
Greene Street (Interior Elevation)



Segment 7: Ref. Points 50-51  
Greene Street (Interior Elevation)

## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of structure.

- B. Related Requirements:

- 1. Division 01 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Division 01 Section "Historic Treatment Procedures" for historic removal and dismantling.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Existing whole salvageable unused brick shall be the property of the Owner. Unless otherwise indicated, all other demolition waste becomes property of Contractor.
  - 1. Place whole bricks removed from sections of wall indicated on pallets and move to USC laydown area as designated.

- a. Allowance of \$6,000 for moving brick being turned over to the Owner shall be included in the bid sum.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

#### 1.5 PREDEMOLITION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Predemolition Photographs or Video: Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## 1.8 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that any existing utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems in the limits of work and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated.
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Remove decayed or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 4. Remove damaged existing masonry and lower to ground by method suitable to avoid free fall and to prevent ground impact, dust generation, or further damage to wall.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on existing wall.
  - 6. Dispose of demolished items and materials promptly.

- B. Work in Historic Areas: In historic spaces, areas, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Division 01 Section "Historic Treatment Procedures."
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned, and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 040120 - MAINTENANCE OF UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. The University of South Carolina retained, under separate contract, the services of Dr. Dennis Brosnan, PhD, PE to assist in the analysis of the historic mortar and clay masonry bricks. It is the intent that the Historic Treatment Procedures consider and follow the recommendation of these reports. In the event of a discrepancy in these reports and the specifications, the Contractor shall notify the architect and submit a Request for Information.
  - 1. Section 049998 "Characterization of Masonry Mortar."
  - 2. Section 049999 "Engineering Assessment of Bricks. "
- C. The Phase 2 work quality shall match the aesthetic achieved in the restoration in Phase 1. For information, Phase 1 includes the SW section of the wall on Greene Street, the length of the wall along Sumter Street, and the NW section of wall from the corner of Sumter and Pendleton to the mid-point of the Maxy College (Residence Hall) on Pendleton Street.

#### 1.2 SUMMARY

- A. Section includes maintenance of unit masonry consisting of brick clay masonry restoration and cleaning as follows:
  - 1. Repairing unit masonry, including replacing units.
  - 2. Repointing joints.
  - 3. Preliminary cleaning, including removing plant growth.
  - 4. Cleaning exposed unit masonry surfaces.
- B. Owner-Furnished Material: Salvaged brick.
- C. Related Sections:
  - 1. Section 013591 "Historic Treatment Procedures."

#### 1.3 CONTRACT SUM

- A. The Base Bid Sum shall include the following set quantity for Replacement Brick Material. The Contractor in his Base Bid shall include the installation of this brick and the removal of unsuitable brick as called for in the documents:
  - 1. Replacement Brick Removal and Replacement:
    - a. Twenty five (25) thousand brick.

#### 1.4 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
  - 1. Unit prices apply to authorized work covered by quantity allowances.
  - 2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

#### 1.5 DEFINITIONS

- A. Very Low-Pressure Spray: Under 100 psi.
- B. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- C. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.
- D. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.

#### 1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Owner has engaged a qualified testing agency to perform preconstruction testing on existing masonry units and mortars and is included in the Project Manual.

#### 1.7 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
- B. Samples for Initial Selection: For the following:
  - 1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
    - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching the cleaned masonry when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and sources of colored sands from which each Sample was made.
- C. Samples for Verification: For the following:
  - 1. Each type of masonry unit to be used for replacing existing units. Include sets of Samples as necessary to show the full range of shape, color, and texture to be expected.
    - a. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.

2. Each type of sand used for pointing mortar; minimum 1 lb of each in plastic screw-top jars.
  - a. For blended sands, provide Samples of each component and blend.
  - b. Identify sources, both supplier and quarry, of each type of sand.
3. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
  - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
4. Each type of masonry patching compound in the form of briquettes, at least 3 inches long by 1-1/2 inches wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.

#### 1.8 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For restoration specialists including field supervisors and restoration workers, chemical-cleaner manufacturer and testing service.
- B. Test Reports: For replacement masonry units.
- C. Quality-Control Program.
- D. Restoration Program.
- E. Cleaning Program.

#### 1.9 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a minimum five (5) year record of successful in-service performance. Firm shall be prepared, upon demand, to list minimum of five (5) completed similar works with outlined scope of work and performance references. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
  1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
  2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
  3. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing.

- B. Chemical-Cleaner Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-trained representatives who are available for consultation and Project-site inspection and assistance at no additional cost.
- C. Source Limitations: Obtain each type of material for masonry restoration (face brick, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- D. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.
- E. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site.
  - 1. Include methods for keeping pointing mortar damp during curing period.
  - 2. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
- F. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used, protection of surrounding materials, and control of runoff during operations.
  - 1. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
- G. Cleaning and Repair Appearance Standard: Cleaned and repaired surfaces are to have a uniform appearance as viewed from 20 feet away by Architect. Perform additional paint and stain removal, general cleaning, and spot cleaning of small areas that are noticeably different, so that surface blends smoothly into surrounding areas.
- H. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
  - 1. Mortar Color: Prepare sample wall using replacement brick and proposed mortar prior to construction of any other sample mockups.
  - 2. Concealed section of existing wall, in location suitable to Architect and Owner, may be used for repair and repointing demonstration noted below.
  - 3. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller

than 2 adjacent whole units or approximately 48 inches in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

- a. Replacement:
    - 1) Four brick units replaced.
  - b. Widening Joints: Widen a joint in 2 separate locations, each approximately 12 inches long.
4. Repointing: Rake out joints in 2 separate areas, each approximately 36 inches high by 48 inches wide for each type of repointing required and repoint one of the areas.
  5. Cleaning: Clean an area approximately 25 sq. ft. for each type of masonry and surface condition.
    - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not use cleaners and methods known to have deleterious effect.
    - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
  6. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  7. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: Conduct conference at Project site.
    1. Review methods and procedures related to masonry restoration and cleaning including, but not limited to, the following:
      - a. Construction schedule. Verify availability of materials, Restoration Specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
      - b. Materials, material application, sequencing, tolerances, and required clearances.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store lime putty covered with water in sealed containers.

- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.

#### 1.11 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
- B. Repair masonry units and repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing unless otherwise indicated:
  - 1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.
  - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 7 days after repair and pointing.
- D. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
- F. Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after completion of cleaning.

#### 1.12 COORDINATION

- A. Coordinate masonry restoration and cleaning with public circulation patterns at Project site. Some work is near public circulation patterns of roads and walking paths. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

#### 1.13 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Order sand for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site a sufficient quantity to complete Project.

- C. Perform masonry restoration work in the following sequence:
1. Remove plant growth.
  2. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  3. Remove paint.
  4. Clean masonry surfaces.
  5. Where water repellents, specified in Section 071900 "Water Repellents," are to be used on or near masonry work, delay application of these chemicals until after pointing.
  6. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
  7. Repair masonry, including replacing existing masonry with new masonry materials.
  8. Rake out mortar from joints to be repointed.
  9. Point mortar and sealant joints.
  10. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  11. Final cleaning shall consist of light to medium pressure spray with clean water and brush.
- D. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units to comply with "Masonry Unit Patching" Article. Patch holes in mortar joints to comply with "Repointing Masonry" Article.

## PART 2 - PRODUCTS

### 2.1 MASONRY MATERIALS

- A. Face Brick: Provide specially hand molded units to complete masonry restoration work.
1. Provide units with colors, color variation within units, surface texture, size, and shape to match existing brickwork and with physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
    - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
      - 1) Provide range of brick colors per 1000 for a 3-color blend per brick supplier.
  2. Provide units with colors, color variation within units, surface texture, and physical properties to match existing units in size and shape.
    - a. For existing sample that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range rather than brick that matches an individual color within that range.
  3. Date Identification: Emboss in the clay body of an interior surface of 5% of the total number of units in easily read 1/2 -inch-high characters, "Made 2016". Manufacturer's name may also be embossed.

4. Basis of Design: Subject to compliance with requirements, provide the following brick, complying with ASTM C 62, or Architect approved comparable product determined by testing of existing brick.
  - a. Old Carolina Brick Company Hand Made Units
    - 1) Color: "Old Post Office." Range as determined from those existing and identified by Owner and Supplier, and mutually agreed upon, during pre-construction.
    - 2) Size: Approximately 8 inches by 4 inches, by 2 3/4 inches. To be field verified during pre-construction.
    - 3) Grade SW
    - 4) ASTM C216.
    - 5) Type FBA.
    - 6) Contact Information for Old Carolina Brick Company: Mikell Scott, The Exum Company, PO Box 50305 Columbia SC. P:803.254.8951. [mscott@excumco.com](mailto:mscott@excumco.com)

## 2.2 MORTAR MATERIALS

### A. Natural Cement:

1. Basis of Design: Subject to compliance with requirements, provide the following mortar or Architect approved comparable product determined by testing of existing mortar.
  - a. Premixed Natural Hydraulic Lime Mortar NHL 3.5, by Edison Coatings Inc., as outlined in the attached Mortar Analysis Memo.
    - 1) Custom blend of 50% Silica Lime and 50% Clay Lime.
  - b. The restoration mortar shall be mixed with sand in a ratio (lime to sand volumetric ratio) of 1:2.

### B. Hydrated Lime: ASTM C 207, Type S.

### C. Factory-Prepared Lime Putty: ASTM C 1489.

### D. Quicklime: ASTM C 5, pulverized lime.

### E. Mortar Sand: ASTM C 138-08.

1. Color: Provide natural sand of color necessary to produce required mortar color.
2. For pointing mortar, provide sand with rounded edges.
3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
4. Basis of Design:
  - a. Unimin Corp. Grade 25 Coarse Sand (Yellow), Lugoff, SC.
    - 1) No. 200 Wash per ASTM C117-04: 0.1%.
    - 2) Fineness modulus per ASTM C136-06: 2.97.
    - 3) Clay Lumps and Friable Particles per ASTM C142-97: 0.1%.
    - 4) Sodium Sulfate Soundness per ASTM C88-05: 0%.

5) Organic Impurities per ASTM C40-04: Organic Plate No. 1.

F. Mortar Pigments: None allowed.

G. Water: Potable.

2.3 PAINT REMOVERS

A. Low-Odor, Solvent-Type Paint Remover: Manufacturer's standard low-odor, water-rinsable solvent-type gel formulation, containing no methanol or methylene chloride, for removing paint coatings from masonry.

1. Basis of Design: Subject to compliance with requirements, provide the following paint remover or Architect approved comparable product determined.

a. PROSOCO: Enviro Klean Safety Peel 1.

2.4 CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F.

C. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium polyphosphate, 1/2 cup of laundry detergent, and 20 quarts of hot water for every 5 gal. of solution required.

D. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups of tetrasodium polyphosphate, 5 quarts of 5 percent sodium hypochlorite (bleach), and 15 quarts of hot water for every 5 gal. of solution required.

E. Acidic Cleaner: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents, and inhibitors.

1. Basis of Design: Subject to compliance with requirements, provide the following acidic cleaner or Architect approved comparable product. Strictly follow manufacturers pre-wetting requirements of manufacturer to prevent efflorescence.

a. PROSOCO: ReVive

F. Carbon and Pollution cleaner: Manufacturer's standard carbon and pollution cleaner.

1. Basis of Design: Subject to compliance with requirements, provide the following cleaner or Architect approved comparable product.

a. PROSOCO: Restoration Cleaner

## 2.5 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. PROSOCO: Sure Klean Strippable Masking
- B. Setting Buttons: Resilient plastic buttons, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material, compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.
- D. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Little possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could do the following:
    - a. Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
    - b. Leave a residue on surfaces.

## 2.6 MORTAR MIXES

- A. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.
- B. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- C. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- D. Do not use admixtures in mortar unless otherwise indicated.

## 2.7 CHEMICAL CLEANING SOLUTIONS

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.
- B. Acidic Cleaner Solution for Brick. Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
  1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
- B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
  1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  2. Keep wall wet below area being cleaned to prevent streaking from runoff.
  3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
  5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- C. Prevent mortar from staining face of surrounding masonry and other surfaces.
  1. Cover sills, ledges, and projections to protect from mortar droppings.
  2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.

3. Immediately remove mortar in contact with exposed masonry and other surfaces.
4. Clean mortar splatters from scaffolding at end of each day. Retain paragraph below if applicable.

### 3.2 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated shall be removed and replaced. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole bricks as possible.
  1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
  3. Store brick for reuse. Store off ground, on skids, and protected from weather.
  4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged brick with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.
- G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  1. Maintain joint width for replacement units to match existing joints.
  2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- H. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min.. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  2. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.

3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

### 3.3 WIDENING JOINTS

- A. Do not widen a joint, except where indicated or approved by Architect.
- B. Location Guideline: Where an existing masonry unit abuts another or the joint is less than 1/8 inch widen the joint for length indicated and to depth required for repointing after obtaining Architect's approval.
- C. Carefully perform widening by cutting, grinding, routing, or filing procedures demonstrated in an approved mockup.
- D. Widen joint to width equal to or less than predominant width of other joints on building. Make sides of widened joint uniform and parallel. Ensure that edges of units along widened joint are in alignment with joint edges at unaltered joints.

### 3.4 CLEANING MASONRY, GENERAL

- A. Proceed with cleaning in an orderly manner; work from bottom to top of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.
- B. Use only those cleaning methods indicated for each masonry material and location.
  1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
  2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
    - a. Equip units with pressure gages.
  3. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
  4. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
  5. For high-pressure water-spray application, use fan-shaped spray tip that disperses water at an angle of at least 40 degrees.
  6. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
  7. For steam application, use steam generator capable of delivering live steam at nozzle.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.

D. Water Application Methods:

1. Water-Soak Application: Soak masonry surfaces by applying water continuously and uniformly to limited area for time indicated. Apply water at low pressures and low volumes in multiple fine sprays using perforated hoses or multiple spray nozzles. Erect a protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
2. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.

E. Steam Cleaning: Apply steam to masonry surfaces at the very low pressures indicated for each type of masonry material. Hold nozzle at least 6 inches from surface of masonry and apply steam in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.

F. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.

G. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.

1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.

H. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

### 3.5 PRELIMINARY CLEANING

A. Removing Plant Growth: Owner shall pre-treat plant growth with herbicide to expedite removal process. Contractor shall completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.

B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.

1. Carefully remove heavy accumulations of material from surface of masonry with a sharp chisel. Do not scratch or chip masonry surface.
2. Remove paint and calking with alkaline paint remover.
  - a. Comply with requirements in "Paint Removal" Article.
  - b. Repeat application up to two times if needed.
3. Remove asphalt and tar with solvent-type paint remover.

- a. Comply with requirements in "Paint Removal" Article.
- b. Apply paint remover only to asphalt and tar by brush without prewetting.
- c. Allow paint remover to remain on surface for 10 to 30 minutes.
- d. Repeat application if needed.

### 3.6 PAINT REMOVAL

#### A. Paint Removal with Alkaline Paste Paint Remover:

1. Remove loose and peeling paint using low-pressure spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
2. Apply paint remover to dry, painted masonry with brushes.
3. Allow paint remover to remain on surface for period recommended by manufacturer.
4. Rinse with cold or hot water applied by manufacturer's recommended pressure spray to remove chemicals and paint residue.
5. Repeat process if necessary to remove all paint.
6. Apply acidic cleaner or manufacturer's recommended afterwash to masonry, while surface is still wet, using low-pressure spray equipment or soft-fiber brush. Let cleaner or afterwash remain on surface as a neutralizing agent for period recommended by chemical cleaner or afterwash manufacturer.
7. Rinse with cold water applied by low pressure spray to remove chemicals and soil.

#### B. Paint Removal with Covered or Skin-Forming Alkaline Paint Remover:

1. Remove loose and peeling paint using low-pressure spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
2. Apply paint remover to dry, painted masonry with trowel, spatula, or as recommended by manufacturer.
3. Apply cover, if required by manufacturer, per manufacturer's written instructions.
4. Allow paint remover to remain on surface for period recommended by manufacturer or as determined in test panels.
5. Scrape off paint and remover and collect for disposal.
6. Rinse with cold or hot water applied by low pressure spray to remove chemicals and paint residue.
7. Use alkaline paste paint remover, according to "Paint Removal with Alkaline Paste Paint Remover" Paragraph, if necessary to remove remaining paint.
8. Apply acidic cleaner or manufacturer's recommended afterwash to masonry, while surface is still wet, using low-pressure spray equipment or soft-fiber brush. Let cleaner or afterwash remain on surface as a neutralizing agent for period recommended by chemical-cleaner or afterwash manufacturer.
9. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.

#### C. Paint Removal with Solvent-Type Paint Remover:

1. Remove loose and peeling paint using low-pressure spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
2. Apply thick coating of paint remover to painted masonry with natural-fiber cleaning brush, deep-nap roller, or large paint brush.
3. Allow paint remover to remain on surface for period recommended by manufacturer.

4. Rinse with cold or hot water applied by low-pressure spray to remove chemicals and paint residue.

### 3.7 CLEANING BRICKWORK

#### A. Cold-Water Soak:

1. Apply cold water by intermittent spraying to keep surface moist.
2. Use perforated hoses or other means that will apply a fine water mist to entire surface being cleaned.
3. Apply water in cycles with at least 30 minutes between cycles.
4. Continue spraying until surface encrustation has softened sufficiently to permit its removal by water wash, as indicated by cleaning tests.
5. Continue spraying for 72 hours.
6. Remove soil and softened surface encrustation from masonry with cold water applied by low-pressure spray.

#### B. Cold-Water Wash: Use cold water applied by low-pressure spray.

#### C. Hot-Water Wash: Use hot water applied by low-pressure spray.

#### D. Mold, Mildew, and Algae Removal:

1. Apply mold, mildew, and algae remover by brush or low-pressure spray.
2. Scrub masonry with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that masonry surface remains wet.
3. Rinse with **cold** or **hot** water applied by low pressure spray to remove mold, mildew, and algae remover and soil.
4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

#### E. Mild Acidic Chemical Cleaning:

1. Wet masonry with cold water applied by low-pressure spray.
2. Apply cleaner to masonry in two applications by brush or low-pressure spray. Let cleaner remain on surface for period indicated below:
  - a. As recommended by chemical-cleaner manufacturer.
  - b. As established by mockup.
  - c. Two to three minutes.
3. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.
4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use a steam cleaning.

### 3.8 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
  - 1. All joints in the limits of Work indicated.
  - 2. Joints where they have been filled with portland cement or materials other than mortar.
- B. Rake out joints as follows, according to procedures demonstrated in approved mockup:
  - 1. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 2. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
    - a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders without Architect's written approval based on approved quality-control program.
    - b. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet. Strictly adhere to approved quality-control program.
- C. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- D. Pointing with Mortar:
  - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
  - 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
  - 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockups. Remove excess mortar from edge of joint by brushing and rubbing.
  - 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.
    - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
    - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.

6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- E. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

### 3.9 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
  1. Do not use metal scrapers or brushes.
  2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

### 3.10 FIELD QUALITY CONTROL

- A. Inspectors: Owner will engage qualified independent inspectors to perform inspections and prepare test reports. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representative have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040120

Characterization of Masonry Mortar  
Historic Campus Wall  
University of South Carolina

by  
Denis A. Brosnan, Ph.D., P.E.  
July 2, 2014

Executive Summary

Specimens of mortar from the Historic Wall completed in 1836 were characterized as to their chemical and mineralogical composition and for selected physical properties. The purpose was development of information for use in specifications for repair material and to guide restoration activities. Continuing advice and construction monitoring in future restorations are to be provided to the Architectural/Engineering team as restoration progresses.

The brick masonry wall was built before the era of Portland cement production but during a time when lime, hydraulic lime, and “Roman cement” binders were available for use with aggregate (sand) to produce masonry mortars. It is important that repair mortars are compatible with those used in original constructions to ensure the repairs do no harm to the historic materials. To this end, the mortars on the wall were subjected to analytical tests and microscopic examinations.

The mortar binders were found to be similar to contemporary natural (pozzolanic) hydraulic lime with a hydraulic lime to sand volumetric ratio varying between 1:2 and 1:3. The binder was a unique mixture of clay and magnesian lime manufactured to exhibit mineral constituents called pozzolans that impart greater chemical durability to hardened mortars than those composed of only lime binders. Bricks were not examined as a part of characterization activities, as the bricks on the Wall are generally in excellent structural condition for continued service.

Mortar deterioration was observed at the top of the wall in coping courses, near and below ground level in vertical sections. In coping courses, organic acids from vegetation and rain exposure led to partial removal of the carbonate binder and weakening of the mortar. Near and below ground level, dissolved salt in ground water and rising damp facilitated partial removal of the carbonate binder. The results on a microscopic scale are altered mineralogy and increases in porosity/air content.

Restoration of historic masonry is conducted in compliance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties which addresses use of compatible materials, use of materials authentic to the structure, and repairs conducted in compliance with the aesthetics of the structure. Use of natural hydraulic lime mortar meeting ASTM Standard C1707 is recommended for restoration of the Wall. These mortars are available or can be produced in both bedding and pointing formulations with colorants added to ensure acceptable aesthetics. Care is advised in consulting with the supplier and/or pre-testing candidate mortars in small field panels prior to repairs to evaluate efflorescence potential and ensure no unexpected costs for masonry cleaning.

## Introduction

The Historic Wall surrounding the Horseshoe at the University of South Carolina Campus was inspected and four specimens of mortar were obtained for characterization on March 13, 2014. For purposes of this report, the inspection was to determine the condition of the wall and to observe any mechanisms of material degradation. General findings on masonry materials were as follows:

- The bricks in original construction were in good structural or sound condition exhibiting only infrequent damage from freezing and thawing or salt exposure. Some bricks were missing in areas of the coping courses, and others were damaged in areas of wall impacts or physical alterations of the wall.
- Many bricks were loose in coping courses where mortar and bricks were discolored by organic matter from overhanging tree growth. Biological growth in mortar joints attested to the wet conditions in the upper courses of the wall. The mortar was solid or not in a powdered condition in upper courses in the wall.
- Mortar recession was observed in lower courses, generally to 24" above ground level, suggesting mortar interaction with salt-laden water in rising damp. The source of salts is the naturally occurring salt in the soil plus environmental sources.
- Mortar was generally in a soft condition below ground level for a distance of 1-2" behind the masonry wall surface; i.e. the mortar was easily removed using a steel tool.

The mortar specimens are identified as follows:

"Greene 1", from the upper interior wall (campus side) on Greene Street by Health Sciences near the corner of Sumter and Greene Streets.

"Greene 2", from below ground on the interior side from a small excavation about 6 courses below ground level, near the corner of Sumter and Greene Streets.

"Sumter 1", from the upper interior wall adjacent to the Caroliniana near the coping courses.

"Sumter 2", from the lower interior wall above ground level but in the area of visible rising damp area of mortar recession, adjacent to the Caroliniana (not from within the small excavation at this location).

The mortar specimens were characterized as to their composition and physical properties in order to develop specifications for repair and restoration. The development of information on the mortar follows dictates the *Secretary of the Interior's Standards for the Treatment of Historic Properties*<sup>1</sup> where attention is prescribed toward use of authentic materials that meet the aesthetics of the historic construction while "doing no harm" to the historic "fabric". In practical terms, this means as masonry mortar used in repair or restoration should (1) exhibit a water vapor permeability

---

<sup>1</sup> See <http://www.nps.gov/history/hps/tps/standguide/>

equal to that of the original mortar (so as to avoid moisture accumulation in wall elements) and (2) reasonably match the “stiffness” or modulus of elasticity of the original mortar. It is well known, for example, that stiff repair or repointing mortar based on Portland cement can cause spalling or facial loss from a historic wall due to mismatch of modulus of elasticity with “soft” historic bricks. To meet aesthetic requirements of the Secretary’s Standards, repair mortars containing colorants are typically chosen.

The examination of hardened masonry mortar follows methods in ASTM Standards<sup>2</sup>. Because the Historic Wall was completed in 1836, it was known that modern Portland cement binder was unavailable. The possible binders were for masonry mortar were hydraulic lime (as calcium hydroxide), pozzolanic hydraulic lime, and “Roman cement”, the latter a material in limited availability especially due to shipment difficulties to Columbia. The remaining potential binders, hydraulic lime and pozzolanic hydraulic lime, dictated special analytical procedures for identification.

For explanation, hydraulic lime as calcium hydroxide, is combined with sand and water to produce masonry mortar that slowly attains a “set” condition by chemical reaction with atmospheric carbon dioxide in a process called re-carbonation. Pozzolanic hydraulic lime has mineral constituents in addition to calcium hydroxide forming more corrosion resistant substances within masonry mortar than those formed in non-pozzolanic compositions<sup>3</sup>. Pozzolanic hydraulic lime has been known since Roman times, and it is currently sold under ASTM Standards<sup>4</sup>. As a historical note, mortar in Roman constructions in Western Europe, circa AD200, contained pozzolanic hydraulic lime created by mechanical mixtures of hydraulic lime and clay brick dust, as pozzolanic mortar from Italy was not available for construction in Western Europe.

The techniques used in characterization of the mortars are well-known and reported in a number of references<sup>5</sup>. These techniques include X-ray fluorescence spectroscopy or “XRF” for chemical analysis, X-ray diffraction analysis or “XRD” for mineralogy, simultaneous thermal analysis or “STA” to detect carbonate content and presence of trace minerals, water soluble salt determination by ion chromatography or “IC”, and density and porosity (air content) of mortar by mercury intrusion porosimetry or “MIP”. In addition, mortar was examined by light microscopy or “petrography” and by scanning electron microscopy or “SEM”. This report is divided into a non-technical section in the body of the report with detailed information in the Appendix, the latter for the historical record and intended as a resource for researchers and students.

---

<sup>2</sup> ASTM C1324 - 10 Standard Test Method for Examination and Analysis of Hardened Masonry Mortar. The American Society for Testing and Materials.

<sup>3</sup> Pozzolanic hydraulic limes are commonly known as “natural hydraulic lime” or “NHL” if produced from argillaceous limestone (without pozzolanic additives).

<sup>4</sup> ASTM C1707 – 11, Standard Specification for Pozzolanic Hydraulic Lime for Structural Purposes.

<sup>5</sup> Brosnan, Denis A., Sanders, John P. and Hart, Stephanie A., “Application of Thermal Analysis in Preservation and Restoration of Historic Masonry Materials, Part A: Characterization of Materials,” *Journal of Thermal Analysis and Calorimetry* (2011) 106:109-115.

## Findings

### Mortar Batch Proportions

The mortars were found to be comprised of quartz (sand) and calcite (calcium carbonate) by XRD. The quantitative XRD was used to establish the sand content of the mortars while, following usual lab practice, the STA (thermal analysis) data was used to quantify the hydrated lime content<sup>6</sup>. The results of the calculations using the weight to volume conversion methods in ASTM 1324 are given in Table 1.

Table 1: Volumetric Proportions of Mortars

Constituents by Volume	Greene 1	Greene 2	Sumter 1	Sumter 2
Location	Upper Wall	Below Ground	Upper Wall	Lower Wall
Parts Sand	2.12	6.40	2.53	4.04
Parts Hydraulic Lime	1	1*	1	1*

\* The result reflects carbonate solution in ground water or rising damp.

As will be discussed below, the relative contents of sand and lime in Greene 2 and Sumter 2 are a result of carbonate removal by salt attack and are therefore not representative of original construction. By contrast, the specimens Greene 1 and Sumter 1 did not experience substantive salt corrosion and they reflect original batch proportions. Because of the small specimen sizes and job site variations during original construction, the actual batch proportions in original mortar are predicted as two to three parts of sand to one part of hydraulic lime.

### Binder Identification

The binder or cementitious material in each mortar was found by SEM to be a pozzolanic hydraulic lime composed of a mechanical mixture of hydraulic lime and clay that was blended with sand at the job site by masons. A contemporary blended hydraulic lime is called an *artificial* hydraulic lime. Relics of the clay<sup>7</sup> in the USC mortar exhibit an analysis of  $\text{Al}_2\text{O}_3$  of 17.65% and  $\text{SiO}_2$  of 62.71% or  $\text{Al}_2\text{O}_3/\text{SiO}_2$  of 0.28 in general agreement with t values of weathered shale used as brick making clays in the Columbia area<sup>8</sup>. The hydraulic lime phase<sup>9</sup> exhibits CaO of 75.80%, MgO of 3.66%, and  $\text{SiO}_2$  of 17.86%. The clay to lime ratio varied in the mortar specimens with

---

<sup>6</sup> The STA data is preferred as it can differentiate carbonate phases in binder from those that may be present in sands when considered with petrographic information.

<sup>7</sup> Spectrum 35.

<sup>8</sup> Personal communication, David McKeown (Hanson Brick) to Denis Brosnan. June 17, 2014. The weathered shale used by Hanson Brick, as-mined, exhibited the following analyses: 15.45-16.86%  $\text{Al}_2\text{O}_3$ , 64.35-65.07%  $\text{SiO}_2$ , and 0.23-0.26  $\text{Al}_2\text{O}_3/\text{SiO}_2$ . The shale also contained 1.40-2.99% MgO as mined.

<sup>9</sup> Spectrum 37.

specimen “Sumter 2” exhibiting the highest clay content. This just means that masons used “inexact” practices with mortar batches resulting in variations in the actual composition.

The overall composition of the binder in the upper wall specimens is compared to contemporary pozzolanic hydraulic lime in Table 2. While the comparisons do not yield exact matches (per expectations), the similarity of the analyses implies that the Columbia masons were using a formula of clay and lime intended to produce a pozzolanic hydraulic lime.

Table 2: Comparison of Binders by Chemical Analysis (Weight %)

	Greene 1	Sumter 1	NHL 3.5	NHL 5.0
Source	Spectrum 8 SEM, Greene 1	Spectrum 30 SEM, Sumter 1	Va. Lime Works NBRC Lab Report 2/22/10	Va. Lime Works NBRC Lab Report 2/22/10
CaO	73.89	68.49	67.19	66.96
Al <sub>2</sub> O <sub>3</sub>	3.12	2.05	4.88	4.54
SiO <sub>2</sub>	13.22	26.01	21.04	21.17
MgO	7.86	2.52	2.19	2.64
Fe <sub>2</sub> O <sub>3</sub>	0.88	0.93	1.51	1.54
S	0.62	ND	1.30	1.38
Cl	0.41	ND	0.13	0.11

ND = not detected. NHL specimens tested were from Virginia Lime Works.

The designations NHL 3.5 and NHL 5.0 refer to a minimum compressive strength development of either 3.5 MPa (508 psi) or 5.0 MPa (725 psi) in a mortar mix after 28 days of curing (per BS EN 459-1). Type NHL 3.5 is typically recommended for construction near or below ground level. A type 2.0 is available but not recommended for near ground level. Types NHL 2.0, 3.5, and 5.0 are called weakly, moderately, and eminently hydraulic lime respectfully.

In summary, the binder in all of the USC mortar specimens is an artificial mixture of lime and clay (with sand) producing a pozzolanic hydraulic lime. Since artificial pozzolanic mortars have been known since Roman times, the masons building the wall were aware of the technology of their era and trying to construct a durable wall to last many years.

#### Deterioration of Mortar in the Wall

Data relative to the carbonate content of the mortars is shown in Table 3. Loss on ignition measures total weight loss between room temperature and 1000°C to include the decomposition of calcium carbonate and any other minerals that decompose as well. The STA data presented is for decomposition only in the interval of carbonate decomposition in the interval 600-800°C.

This data shows a reduction in carbonate content of about 35-50% in the specimens from the outer periphery of the mortar. The removal of carbonate binder was also seen by microscopic methods. The process has been described in the literature by Labelli, et. al<sup>10</sup>.

Table 3: Data Illustrating Weight Loss and Carbonate Levels in Mortars\*

	Greene 1	Greene 2	Sumter 1	Sumter 2
Location	Upper Wall	Below Ground (% of upper wall)	Upper Wall	Lower Wall (% of upper wall)
Total Weight Loss after 1000°C (LOI), %	13.58	7.32 (53.9% of Greene 1)	12.89	8.46 (65.5% Of Sumter 1)
Weight loss, 20-250°C (organic matter), STA, %	1.03	0.58	0.72	1.89
Calculated Carbonate content from STA. % as CaCO <sub>3</sub>	20.5	10.7 (52.2% of Greene 1)	17.9	10.6 (59.2% of Sumter 1)

\* The carbonate and organic matter both contribute to the total weight loss or LOI.

The data is not specific to the mortar in coping courses on the wall. In that location, organic acids from decay of tree vegetation is responsible for mortar attack. This is supported by the relatively high weight losses on carbon oxidation when comparing specimens Greene 1 and Greene 2; however, other organics, as possible plant growth, were apparently present in Sumter 2 rendering the comparison with Sumter 1 as indecisive.

Further data supporting carbonate removal is shown in Table 4 where the content of water soluble salts extracted at room temperature is reported (by IC). The values are expressed in parts per million of the dry specimen weight (i.e. mg/kg). It is difficult to correlate salt content with position; however, all mortar specimens exhibit water soluble species.

Table 4: Soluble Salts in Mortar Specimens, ppm.

	Greene 1	Greene 2	Sumter 1	Sumter 2
Location	Upper Wall	Below Ground	Upper Wall	Lower Wall
Calcium	6358	953	886	7894
Magnesium	92.9	286	230	31.1
Chloride	1535	20.6	12.4	98.6
Sulfate	4858	53.7	45.8	1295

<sup>10</sup> B. Lubelli, R. van Hees, and C. Groot, The role of sea salts in the occurrence of different damage mechanisms and decay patterns in brick masonry, *Construction and Building Materials* 18 (2004) 119-124

It is not surprising that carbonate reduction is seen in areas of rising damp or below ground, as this is a very common occurrence in historic mortars. Pozzolanic substances retard such corrosion in mortars, but they do not prevent all carbonate loss. This is why periodic re-pointing is necessary for masonry walls.

#### Physical Data on Wall Mortars

Physical tests by MIP revealed the density and porosity (air content) of the mortars (Table 5). The values for density and porosity are as expected for hardened mortar except for the values in Sumter 2. The low porosity and high fraction of pores <1 micron in diameter are possibly related to the very high clay content of the binder phase in this specimen.

Table 5: Density and Porosity Data by MIP for Mortars

	Greene 1	Greene 2	Sumter 1	Sumter 2
Location	Upper Wall	Below Ground	Upper Wall	Lower Wall
Bulk density, g/cm <sup>3</sup>	1.85	1.72	1.71	1.93
Apparent porosity, volume %	27.08	33.01	30.39	20.10
Fraction of pores <1μ in diameter	17.24	28.80	32.57	57.24

#### Recommendation on Repair and Replacement Mortar

Mortar based on pozzolanic hydraulic lime meeting ASTM C1707 – 11, *Standard Specification for Pozzolanic Hydraulic Lime for Structural Purposes*, meets all of the Secretary of the Interior’s requirements to include authenticity and aesthetics, providing that the mortar is color matched. It should meet specifications for NHL 3.5 in BS EN 459-1, and it should be formulated in sand contents appropriate for either re-pointing or bedding mortar. The choice of NHL 3.5 will approximately match the vapor permeance and stiffness of the original mortar.

#### Recommendation on Repair Bricks

Repair bricks should be hand molded, size matched, and color matched to those in the Wall, and meet ASTM C216, Grade SW. rated “not effloresced”. The bricks should have loosely adherent sand that can be removed as necessary at the job site. Used bricks are not recommended because of their unknown durability per recommendations in the Technical Notes of the Brick Industry Association.

## Additional Considerations in Wall Restoration

### Evaluation of Efflorescence

Field panels of a size 4 feet by four feet by one course thickness could be constructed behind the existing walls over a solid base using any candidate restoration mortars and exposed to weather for at least 60 days to evaluate efflorescence potential of the mortar. If the solid base is concrete, the field panel should be constructed over flashing to prevent upward movement of calcium into the panel. Removal of efflorescence may involve considerable cost to a restoration project given the need to protect original materials from chemical or physical cleaning methods. An alternative to construction of field panels is consultation with the manufacturer of the natural hydraulic lime to estimate the efflorescence potential.

### Aesthetics of Repair and Original Areas/Cleaning

Field panels or manufacturer's samples should be compared to the original masonry with respect to joint color to evaluate whether there will be acceptable aesthetic differences between repair and original wall segments.

### Flashing

The current recommendation in Technical Note 29A on Garden Walls (Brick Industry Association) is that through wall flashing is used under the coping materials. Since flashing was not used in the original wall construction, "good judgment" as cited in the BIA Note implies that disturbing existing sound masonry to install coping is inappropriate.

### Engineering Evaluation/Tree Roots

Engineering evaluation of the wall should consider the recommendations in Brick Development Association (UK) Guide 12, "Design of Free Standing Walls." Further, the wall should meet criteria in current codes. The engineering evaluation should also consider potential root damage in an overall safety assessment.

## Appendix

### Photographs by Street Location



Sample Location – Greene 2



Obtaining Greene 2

(Note mortar recession in the lower wall to the left of a pointed area.)



Top Course of Wall by Sumter near Greene  
(Note mortar recession and vegetation in coping courses.)



Lower Courses of Wall by Sumter near Greene  
(Note mortar recession in lower wall.)



Lower Courses of Wall by Sumter near Pendleton  
(Note mortar recession in lower wall.)



Upper Wall by Sumter



Missing Bricks in Coping on Sumter



Excavation on Carolina Library on Sumter – Near location for Sumter 1 and Sumter 2



Wall Opening - Pendleton

Note on Analytical Tests – Methods used in these analyses are described in the following papers:

1. G. Chiari, G. Torroca, and M. Santarelli, Recommendations for Systematic Instrumental Analysis of Ancient Mortars: The Italian Experience, Standards for Preservation and Rehabilitation, ASTM STP 1258, American Society for Testing and Materials, 1996, pp. 275-284.
2. Denis A. Brosnan, Characterization and Degradation of Masonry Mortar in Historic Brick Structures, Journal of Structures, Volume 2014 (2014), Article ID 859879, 7 pages.

## Notes on Methods

X-ray Fluorescence Spectroscopy (XRF) – a means of determining the chemical analysis of a specimen by using impinging monochromatic X-rays to excite atomic species in the specimen to produce X-rays of characteristic energy for those species in the specimen. By analyzing the energy of evolved X-rays, the chemical species in the specimen are identified, and the quantity of substances in the specimen is calculated from the intensity of X-rays generated by the specimen. The technique is used in analysis of rocks, cements, and ceramics. The usual convention of reporting the composition of species is in terms of metal oxides. The analysis of specimens in this report by XRF is for specimens after exposure to 1000°C (oxidized basis).

Loss on Ignition – the weight loss of a specimen after heating in air to 1000°C expressed as a percentage of the original sample weight. Oxidation of organic matter and mineral decompositions are typical reasons for weight loss.

X-ray Diffraction Analysis (XRD) – the determination of crystalline species in a specimen by observing the diffraction (bending) angle of monochromatic X-rays in a powdered specimen. The quantitative analysis of diffraction angle and intensity of X-rays allows a quantitative mineralogical analysis.

Soluble Anions and Cations – determination of the water soluble salts extracted from a specimen by immersion in deionized water at 20°C with analysis of the leachate by ion chromatography (IC). The levels of calcium and magnesium from mortars are of interest. Likewise, the presence of anions like sulfate and chloride typically reflect intrusion of the water by ground or sea salts.

Mercury Intrusion Porosimetry (MIP) – mercury porosimetry is a technique for measuring the density, porosity, and pore sizes by intruding mercury into a dried specimen by applying pressure to the mercury surrounding the specimen. The volume of mercury is carefully monitored as pressure is applied to the mercury, and the pore sizes are calculated using the Washburn equation. The MIP technique is well suited for analysis of small irregularly shaped specimens.

Simultaneous Thermal Analysis with Evolved Gas Analysis – the simultaneous observation of weight changes and energy flows on heating of a specimen with detection of gaseous species evolved over the specimen. As an example, the decomposition of calcium carbonate ( $\text{CaCO}_3$ ) is typically seen near 800°C as the  $\text{CO}_2$  is released forming a residual of CaO (lime) with a theoretical weight loss of 44.0% of the original weight of the carbonate. More information is available at:

1. Brosnan, Denis A., Sanders, John P. and Hart, Stephanie A., “Application of Thermal Analysis in Preservation and restoration of Historic Masonry Materials, Part A: Characterization of Materials,” *Journal of Thermal Analysis and Calorimetry* (2011) 106:109-115.
2. Denis A. Brosnan, John P. Sanders, and R. Parker Stroble, “Application of Thermal Analysis in Preservation and Restoration of Historic Masonry Materials; Part B, Degradation of Materials”, *Journal of Thermal Analysis and Calorimetry* (2013) 113: 507-510.

## Species observed by Thermal Analysis in Historic Mortars

Reaction Temperature °C	Reaction I=endothermic E=exothermic	Species	Species Formula	Reference
75-83	E	Tobermorite	$3\text{CaO} \cdot 2\text{SiO}_2 \cdot x\text{H}_2\text{O}$	Dwek, Goncalves (forms ettringite)
50, 100, 160, 430 (major at 430)	E	Nontronite(Smectite-Montmorillonite family)	$(\text{CaO}1/2\text{Na})\text{O} \cdot 3\text{Fe}_2(\text{Si}, \text{Al})_4\text{O}_{10}(\text{OH})_2 \cdot n\text{H}_2\text{O}$	Frost, Chippera and Bish
60, 266,308, 551 (CO <sub>2</sub> and H <sub>2</sub> O)	E	Iowaite	$\text{Mg}_4\text{Fe}(\text{OH})_8\text{OCl} \cdot 3\text{H}_2\text{O}$	Frost
120-149	E	Ettringite	$3\text{CaO} \cdot \text{Al}_2\text{O}_3 \cdot 3\text{CaSO}_4 \cdot 31\text{H}_2\text{O}$	Anato; Ibrahim et al
120	E	CSH (PC)	C-S-H gel	Alacron-Ruiz in PC, also portlandite (510) and calcite (820); Ibrahim et al
120, 280, 265, 480, 980	E	Nat cement	Lime-metakaolin	Moropoulou
122	E	Gypsum	$\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$	Forms hemihydrate (1/2 H <sub>2</sub> O) which dehydrates at 127C. Hemihydrate aka bassinite. Dweck, p. 460 in TA of Construction Materials.
210-280	E	Marialite	Varies $\text{Na}_4\text{Al}_3\text{Si}_9\text{O}_{24}\text{Cl}$ to $\text{Na}_4(\text{AlSi}_3\text{O}_8)_3(\text{Cl}_2, \text{CO}_3, \text{SO}_4)$	Benavides.
100-160	E	Zeolites	Varies	Maichrzak, also 710C
248, 364	E	Iron hydroxide and/or iron sulfate hydrate	$\text{FeO}(\text{OH})$ ; water evolution	Zhao, Corrosion Science 53 (2011) 1646-1658. Seen in in Unitarian Church, Chas, 7/13.
478	E	Iron sulfate (from rust sulfidated)	SO <sub>2</sub> evolution	Pong et. al., Thermal decomposition of siderite (2007); Siriwardane et. al., up to 500C. Seen in in Unitarian Church, Chas, 7/13.
486	E	Iron carbonate (from rust carbonation)	CO <sub>2</sub> evolution	Seen in in Unitarian Church, Chas, 7/13.
300-400 or 337-499	E	Brucite	$\text{Mg}(\text{OH})_2$	Kais, Goncalves
400-460 also cited as 437 or 442	E	Portlandite	$\text{Ca}(\text{OH})_2$	Dweck; Ibrahim et al give 450-600 but show as 520C.
~520	E	Aragonite to calcite	$\text{CaCO}_3$	Handbook C+P, Antao, Canadian Mineralogist 97 (2012) 707-712.
~573	I	Alpha to Beta Quartz	$\text{SiO}_2$	
622, 682, or 820	E	Calcite (661-700 in vacuo) [680-800 untrafine]	$\text{CaCO}_3$	Dweck, depends on crystallinity (Beruto, TCA 424 (2004) 99-109) [Ren?, JTAC 91 (2008) 867-871 in "The Influence of Morphology pf Ultrafine Calcite on Decomposition Kinmetics]
680-720	E	Magnesite	$\text{MgCO}_3$	Liu, JTAC 107 (2012) 407-412
700C + and 900C	E	Sodalite (hauyne)	$\text{Na}_4(\text{Al}_3\text{Si}_3)\text{O}_{12}\text{Cl}$	Khajovi

Microscopy – use of traditional techniques using transmitted and reflected light microscopy (petrography) and scanning electron microscopy (SEM). The SEM analysis usually involved phase quantification using energy dispersive X-ray analysis (EDAX), a technique providing chemical analysis of individual features in a specimen microstructure. For more information, see:

1. S. DeHayes and D. Stark, *Petrography of Cementitious Materials*, ASTM STP 1215, The American Society for Testing and Materials (1994).
2. J. Elsen, *Microscopy of Historic Mortars*, *Cement and Concrete Research* 36 (2006), 1416 – 1424.
3. Denis A. Brosnan and John P. Sanders, *Microscopic Characterization of Clay Bricks and Its Use in Forensic Analysis*, *Annual for the Brick and Tile, Structural Ceramics and Clay Pipe Industries*, Bauverlag BV GmbH (2012) 101-115.

**Quantitative X-Ray Fluorescence  
(Oxidized Basis) Report**

04/25/2014

COMPANY INFORMATION			
Name:	Denis Brosnan PO Box 613 Pendleton, SC 29670	Plant:	Denis Brosnan
Report Name:	<b>Quantitative X-Ray Fluorescence (Oxidized Basis)</b>	Technician:	Michael Mason

RESULTS						
Major Constituents	Unit	Greene 1 Oxidized 4/24/2014	Greene 2 Oxidized 4/24/2014	Sumter 1 Oxidized 4/24/2014	Sumter 2 Oxidized 4/24/2014	
Al <sub>2</sub> O <sub>3</sub>	%	0.80	0.80	0.80	2.32	
SiO <sub>2</sub>	%	79.64	88.72	80.50	80.95	
Na <sub>2</sub> O	%	<0.7	<0.7	<0.7	<0.7	
K <sub>2</sub> O	%	0.05	0.12	0.06	0.10	
MgO	%	2.04	0.65	1.55	0.55	
CaO	%	16.35	8.38	16.00	14.49	
TiO <sub>2</sub>	%	0.11	0.17	0.10	0.22	
MnO	%	0.02	0.02	0.02	0.03	
Fe <sub>2</sub> O <sub>3</sub>	%	0.32	0.46	0.30	0.64	
P <sub>2</sub> O <sub>5</sub>	%	0.07	0.07	0.07	0.07	
S	%	<0.05	<0.05	<0.05	<0.05	
Sum of Major Constituents	%	99.40	99.39	99.40	99.37	
Minor Constituents						
Cl	ppm	<250	<250	<250	<250	
V	ppm	<150	<150	<150	<150	
Cu	ppm	38	27	39	34	
Zn	ppm	<20	<20	<20	<20	
Zr	ppm	<20	331	62	130	
Ba	ppm	200	<200	<200	<200	

*This test report shall not be reproduced except in full, without written approval of the laboratory.*

*These test results were obtained by the NBRC technical staff operating within the limits of calibration of laboratory instruments and equipment. The results neither specify if the specimens were representative nor reflect any accuracy consideration with regard to information provided. The interpretation of the results is the sole responsibility of the party or parties paying for the test.*

**Key Observations:**

- CaO (from binder) at expected levels in Greene 1 and Sumter 1, but results for Greene 2 and Sumter 2 suggest CaO depletion.
- Al<sub>2</sub>O<sub>3</sub> content higher than expected and “very high” for Sumter 2 – suggesting clay additions to the mortar mix.

**THE BISHOP MATERIALS LABORATORY**

100 Clemson Research Blvd.  
Anderson, SC 29625  
(864) 656-1094  
Fax: (864) 656-1095  
www.brickandtile.org

**Loss on Ignition Report**

04/25/2014

COMPANY INFORMATION			
Name:	Denis Brosnan PO Box 613 Pendleton, SC 29670	Plant:	Denis Brosnan
Report Name:	Loss on Ignition	Technician:	Michael Mason

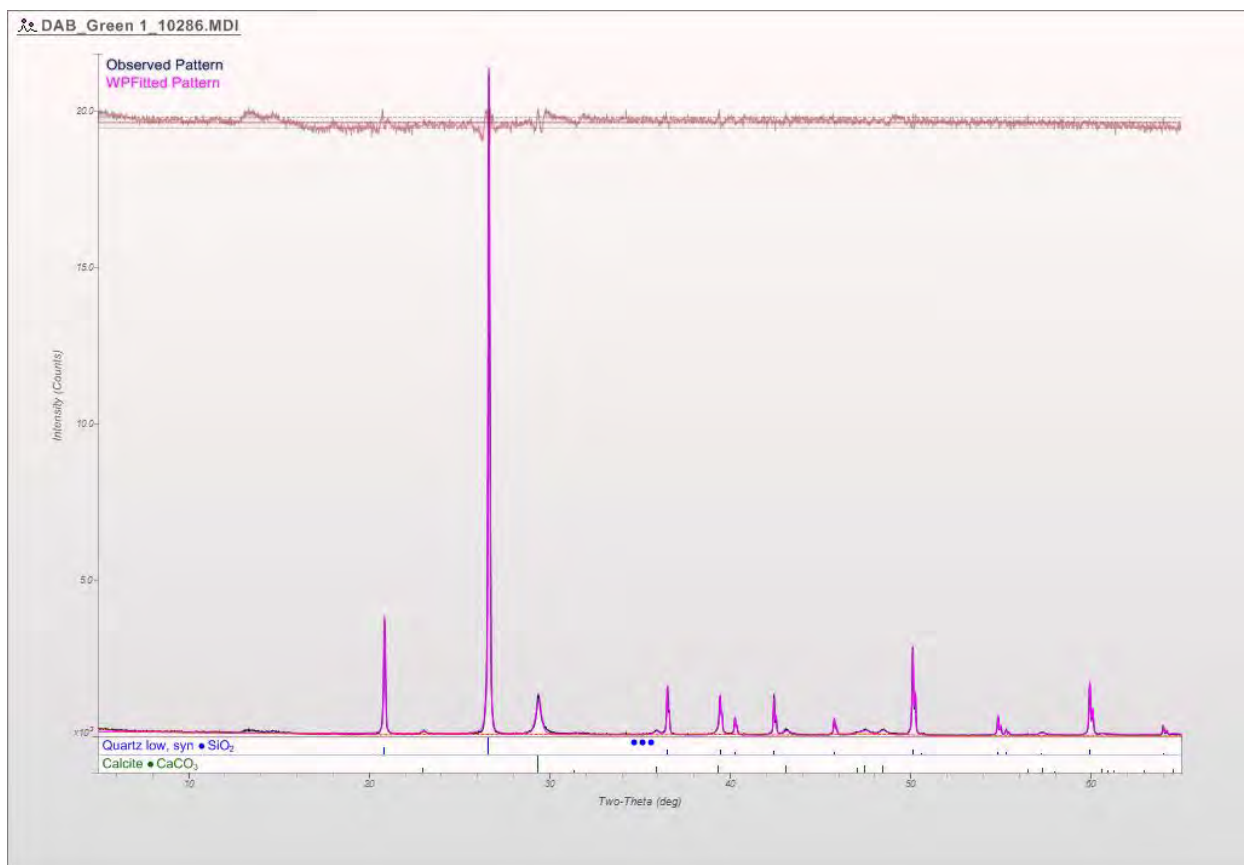
RESULTS						
	LOI (%)					Test Date
Greene 1	13.58					4/23/2014
Greene 2	7.32					4/23/2014
Sumter 1	12.89					4/23/2014
Sumter 2	8.46					4/23/2014

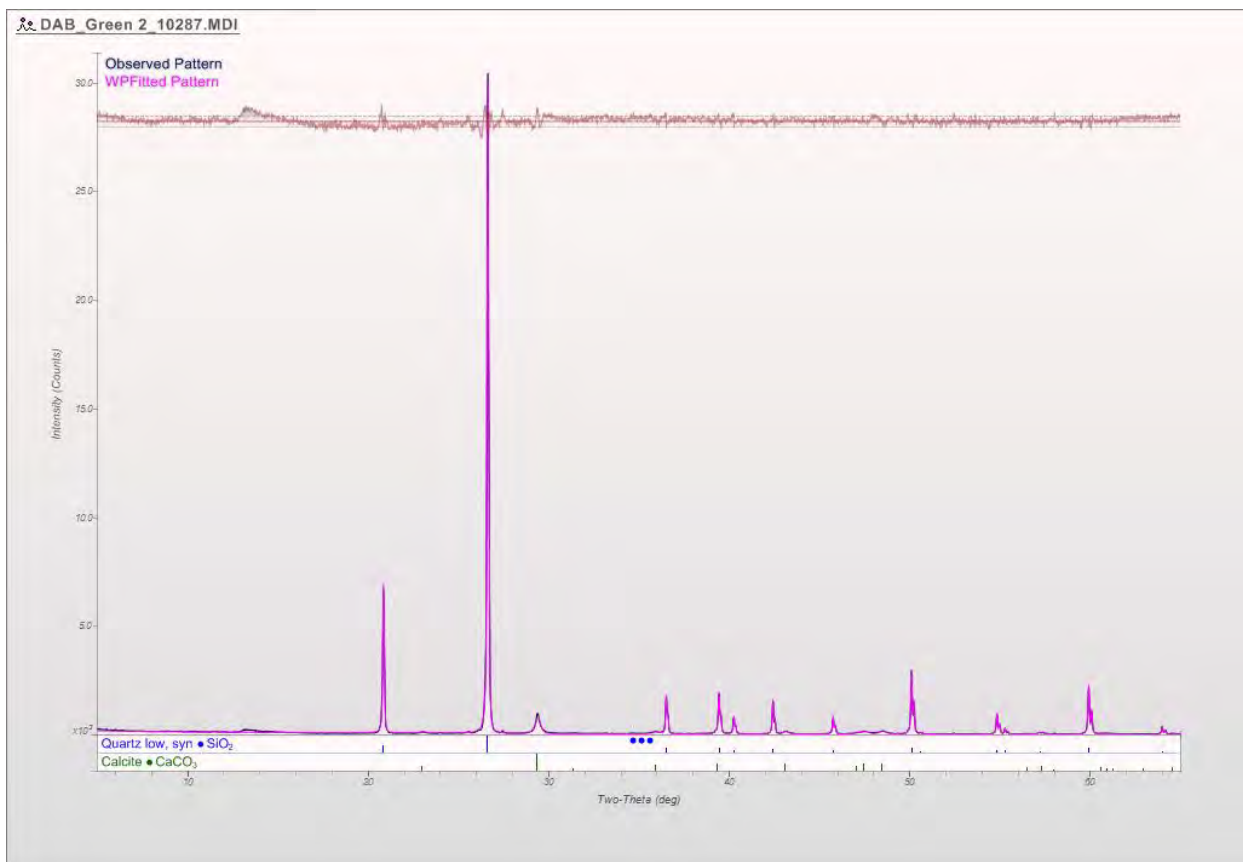
*This test report shall not be reproduced except in full, without written approval of the laboratory.  
These test results were obtained by the NBRC technical staff operating within the limits of calibration of laboratory instruments and equipment. The results neither specify if the specimens were representative nor reflect any accuracy consideration with regard to information provided. The interpretation of the results is the sole responsibility of the party or parties paying for the test.*

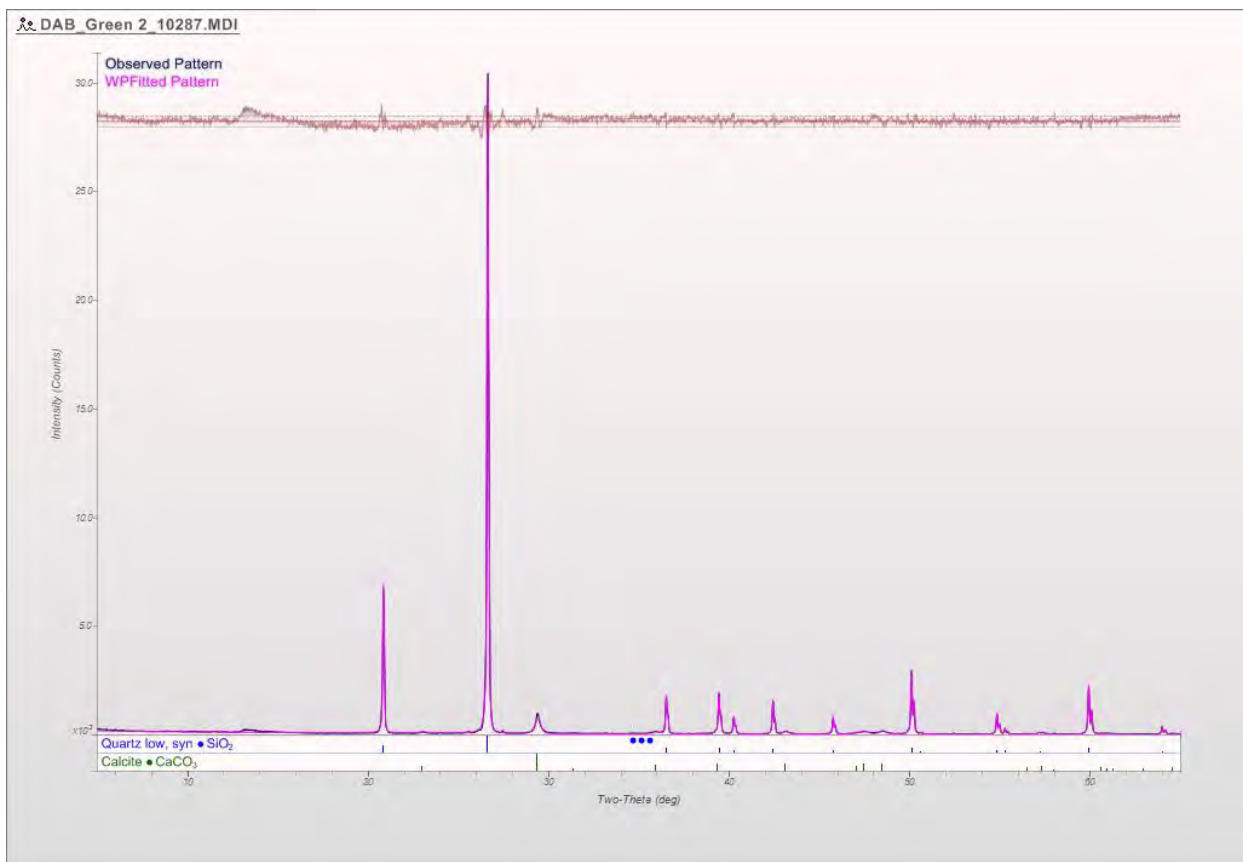
**Key Observations:**

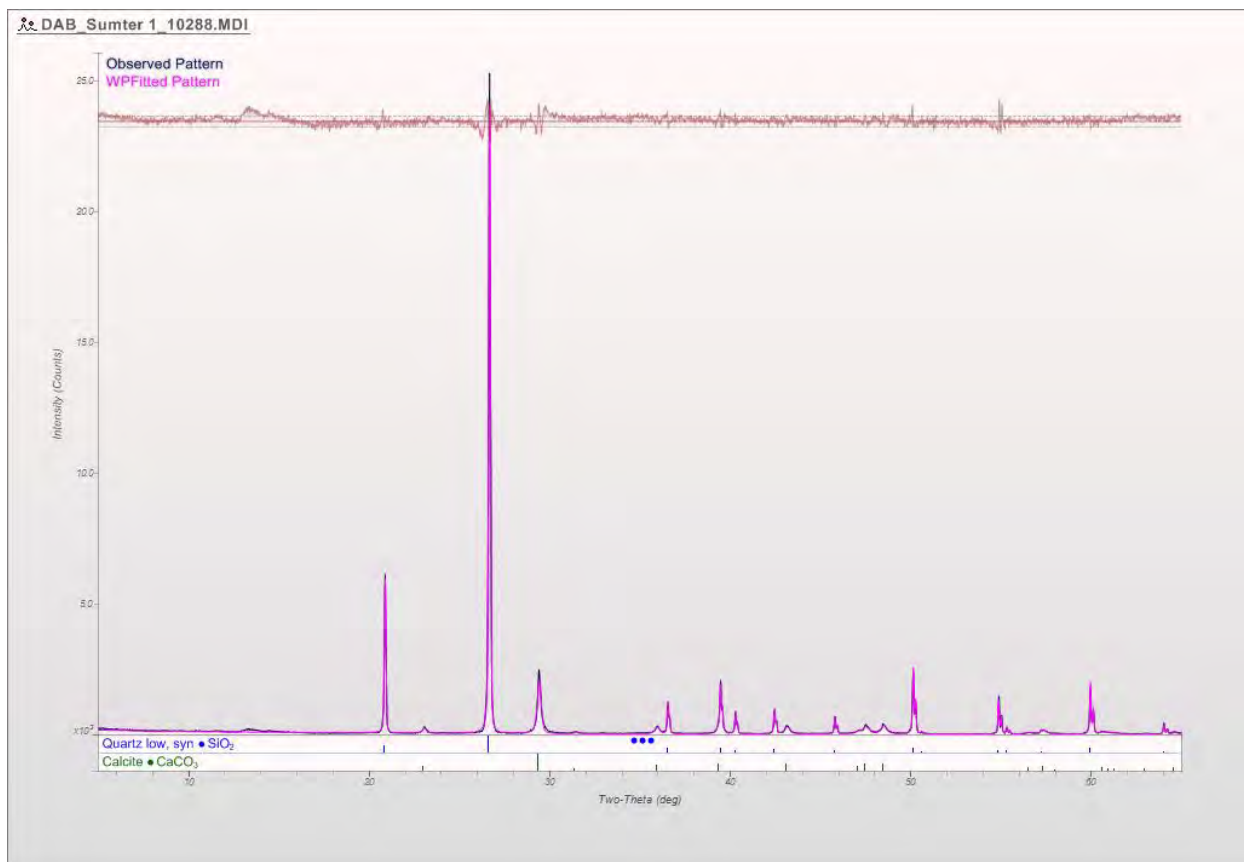
- Lower LOI suggesting carbonate binder depletion in Greene 2 and Sumter 2 as compared to Greene 1 and Sumter 1 respectively. Note that LOI also contains a component due to oxidation of organic matter (carbon).

## X-ray Diffraction









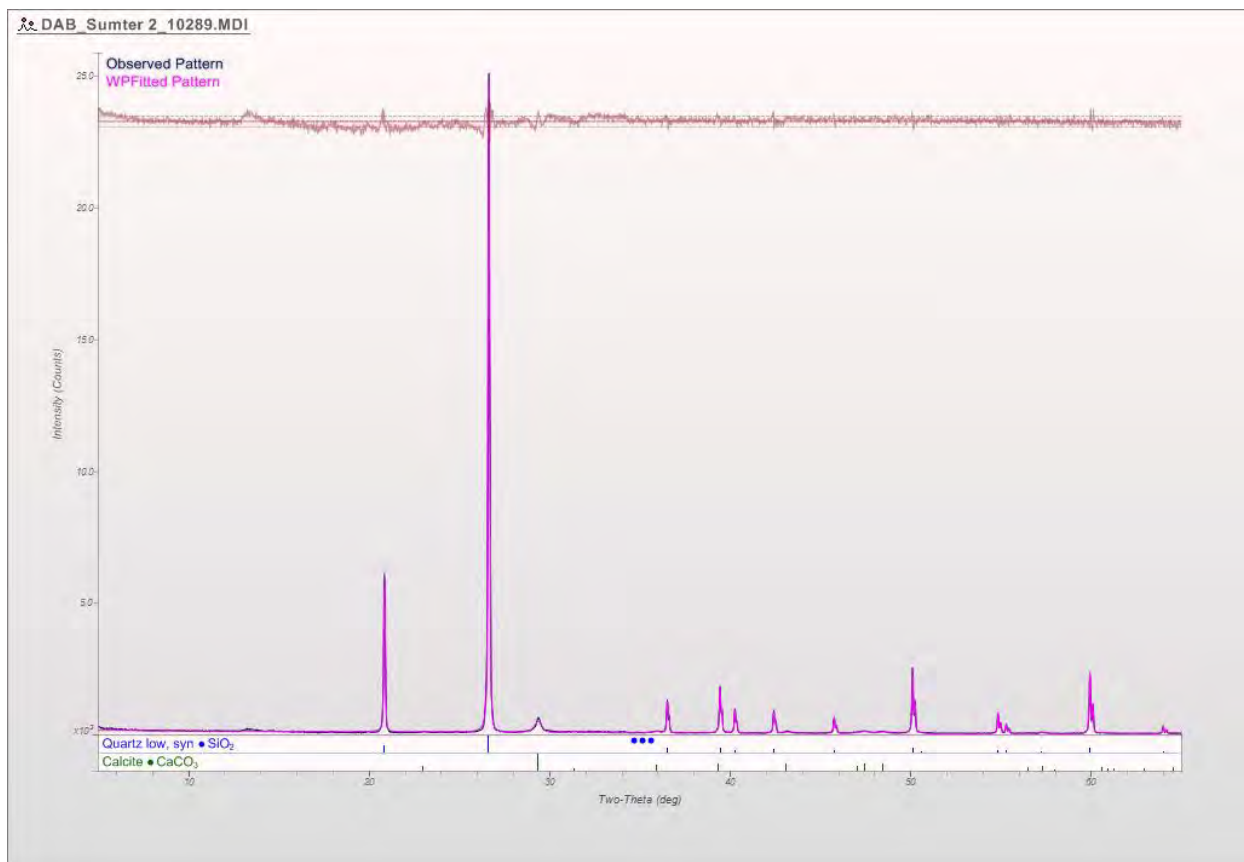


Table 1 – Estimated Phase Content by Whole Pattern Fitting Technique

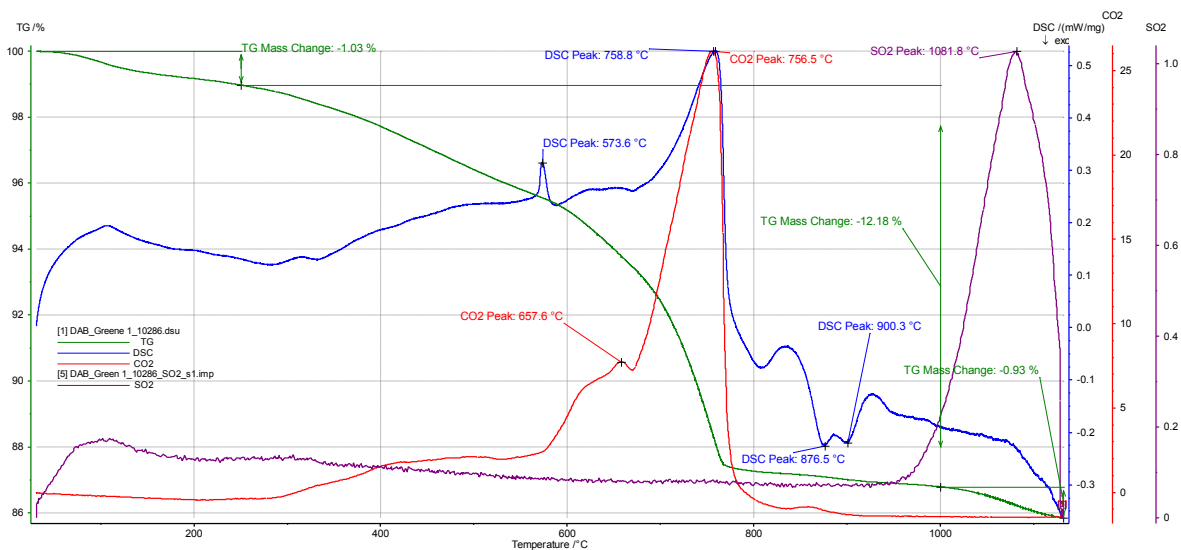
Phase	Green 1 (10286) Wt. % (ESD)	Green 2 (10287) Wt. % (ESD)	Sumter 1 (10288) Wt. % (ESD)	Sumter 2 (10289) Wt. % (ESD)
Quartz	86.1 (2.3)	92.7 (3.0)	91.1 (2.0)	84.2 (2.1)
Calcite	13.0 (0.5)	6.4 (0.4)	6.8 (0.3)	14.9 (0.5)
Amorphous/Other	1.0 (0.6)	0.9 (0.7)	2.1 (0.5)	0.8 (0.5)

Key Observations:

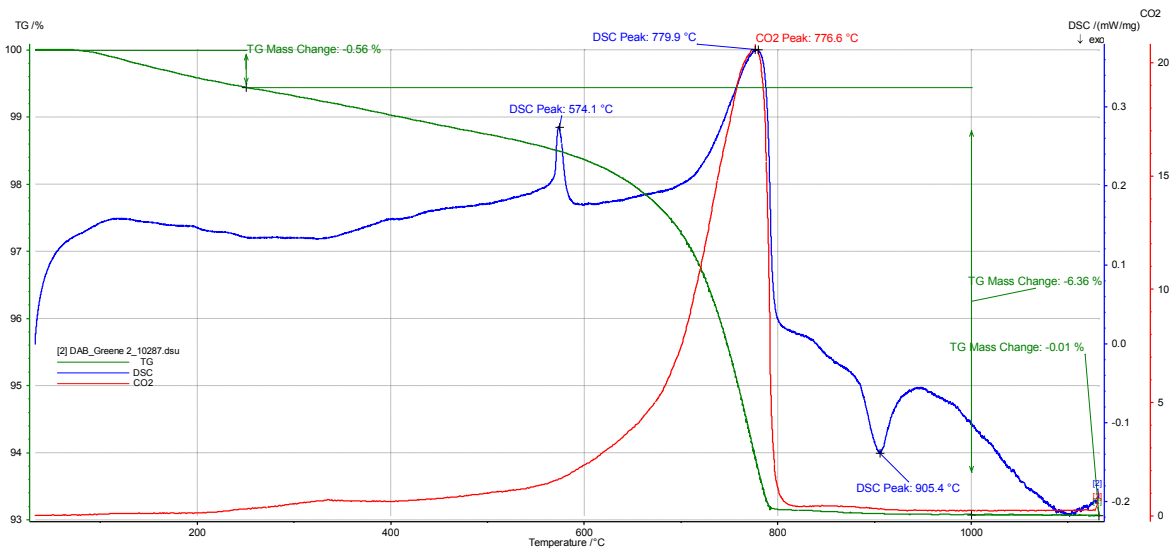
- Major components are calcite (binder) and quartz (sand).

## Simultaneous Thermal Analysis with Evolved Gas Analysis

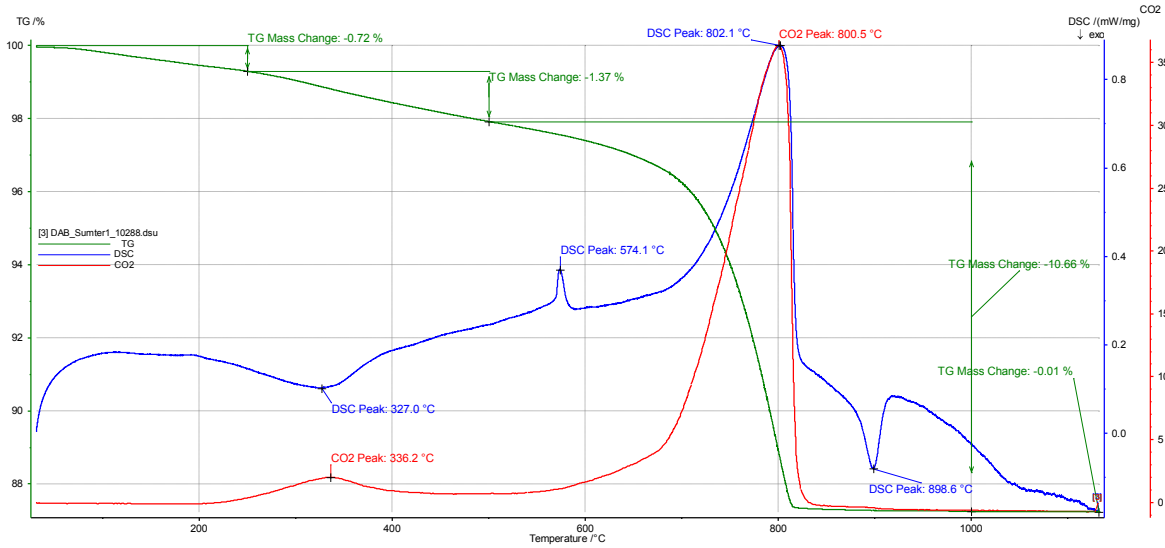
Key: Greene trace is the weight loss (thermogravimetric); Blue trace is the energy change (differential scanning calorimetry, downward peak is exothermic); Red trace is the CO<sub>2</sub> evolution (FTIR detection); and Black trace is the SO<sub>2</sub> evolution (if shown, by FTIR).



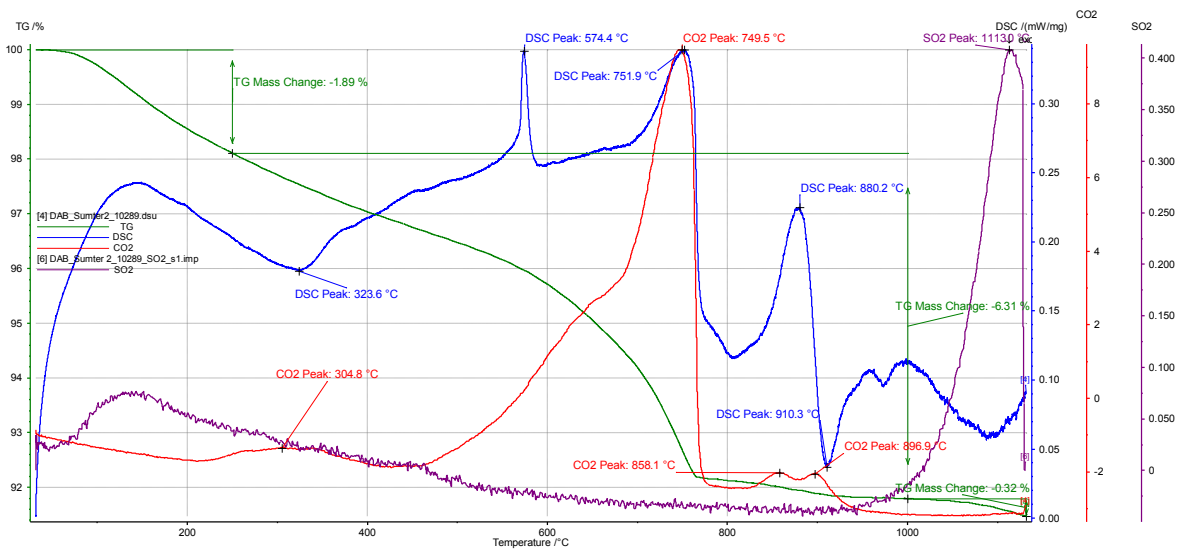
### Greene 1



### Greene2



Sumter 1



Sumter 2

### Key Observations:

- All specimens exhibit the endothermic quartz inversion near 574°C reflecting the sand content of the mortar.
- All specimens exhibit a large endothermic peak with CO<sub>2</sub> evolution near 750-800°C reflecting the carbonate binder decomposition.
- The weight loss below 200°C is likely due to ettringite decomposition. This phase is commonly found in mortars.
- All mortars exhibit CO<sub>2</sub> evolution in the area of 350-400°C reflecting oxidation of organic matter forming CO<sub>2</sub>.

**THE BISHOP MATERIALS LABORATORY**

100 Clemson Research Blvd.  
Anderson, SC 29625  
(864) 656-1094  
Fax: (864) 656-1095  
www.brickandtile.org

**Soluble Anions and Cations Report**

04/25/2014

COMPANY INFORMATION			
Name:	Denis Brosnan PO Box 613 Pendleton, SC 29670	Plant:	Denis Brosnan
Report Name:	<b>Soluble Anions and Cations</b>	Technician:	Michael Mason

RESULTS					
	Greene 1	Greene 2	Sumter 1	Sumter 2	
Cations	Sample Concentration (ppm)	Sample Concentration (ppm)	Sample Concentration (ppm)	Sample Concentration (ppm)	
Lithium					
Sodium	2,061	19.7	9.3	14.5	
Ammonium	20.7	3.9	8.7	9.5	
Potassium	995	23.2	44.1	70.8	
Magnesium	92.9	286	230	31.1	
Calcium	6,358	953	886	7,894	
Barium					
Anions	Sample Concentration (ppm)	Sample Concentration (ppm)	Sample Concentration (ppm)	Sample Concentration (ppm)	
Fluoride	11.0	11.5	16.0	11.8	
Chloride	1,535	20.6	12.4	98.6	
Nitrite				4.3	
Bromide					
Nitrate	6,202	3.4	1.2	207	
Phosphate	19.6				
Sulfate	4,858	53.7	45.8	1,295	

*This test report shall not be reproduced except in full, without written approval of the laboratory.*

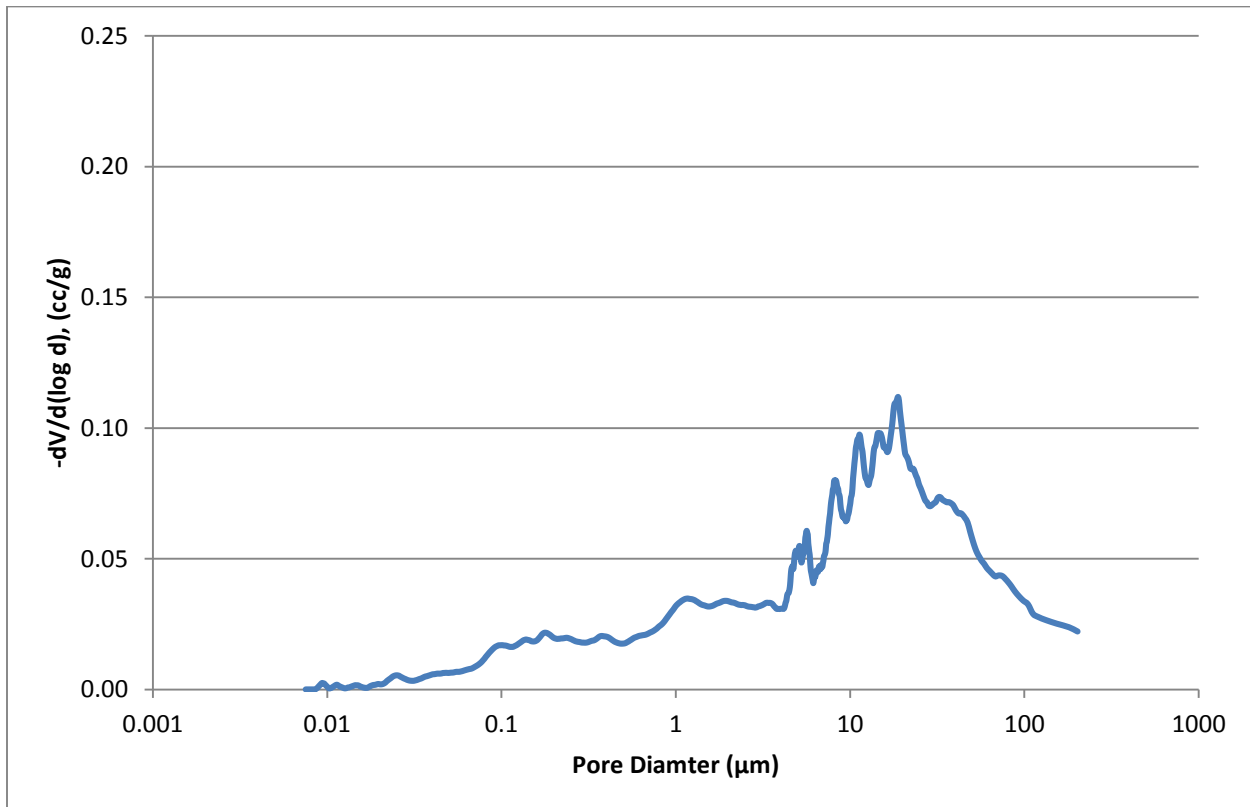
*These test results were obtained by the NBRC technical staff operating within the limits of calibration of laboratory instruments and equipment. The results neither specify if the specimens were representative nor reflect any accuracy consideration with regard to information provided. The interpretation of the results is the sole responsibility of the party or parties paying for the test.*

**Key Observation:**

- All mortars contain water soluble salts.
- Salt content trends are not consistent with position on the wall perhaps reflecting environmental factors.

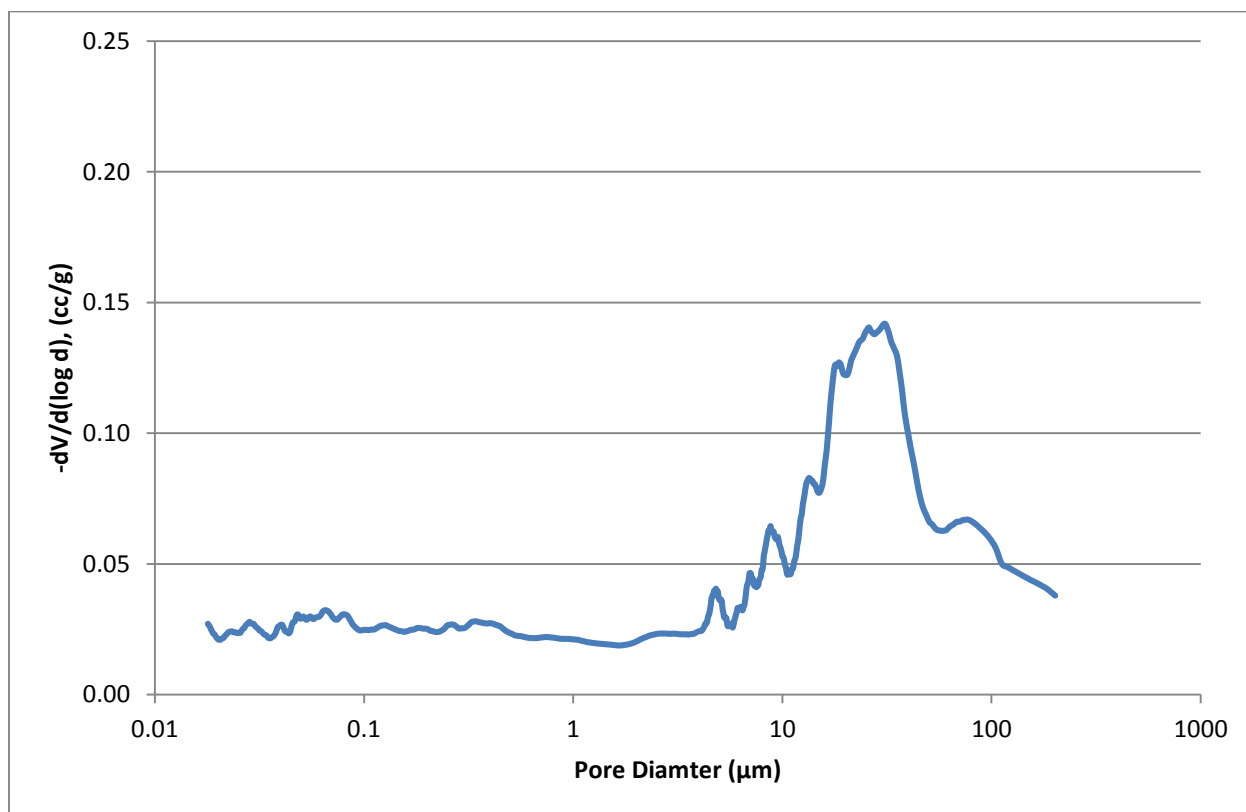
Mercury Intrusion Porosimetry  
(MIP)  
Greene 1  
NBRC 5610/10286

Property	Unit	
Total Intrusion Volume	ml/g	0.147
Median Pore Diameter	microns	11.780
Bulk Density	g/cc	1.85
Apparent Density	g/cc	2.11
Porosity	%	27.08
Total Surface Area	m <sup>2</sup> /g	0.92
Permeability (Accounting for Tortuosity Effects)	nm <sup>2</sup>	0.36
Pores >3 Microns	%	72.04
Pores >10 Microns	%	54.61
Pores 10-1 Microns	%	28.15
Pores <1 Microns	%	17.24



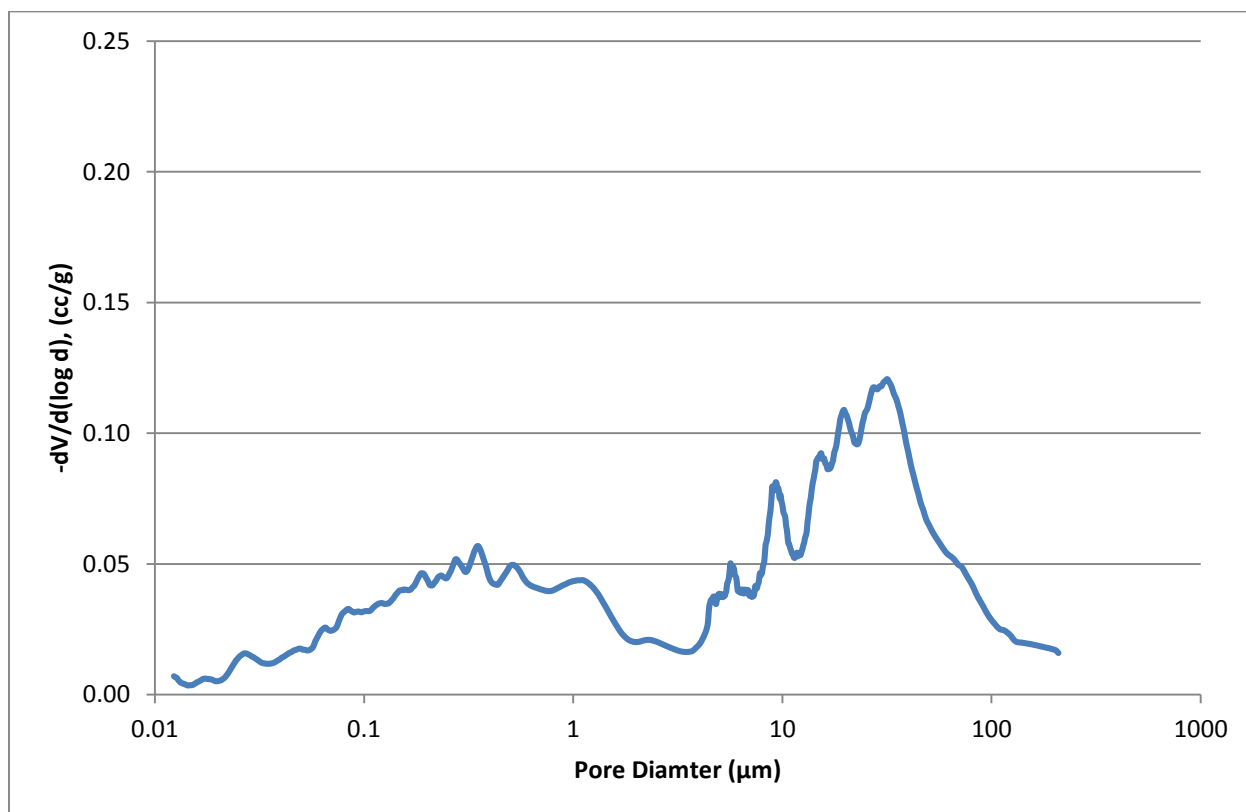
Greene 2  
NBRC 5610/10287

Property	Unit	
Total Intrusion Volume	ml/g	0.191
Median Pore Diameter	microns	15.090
Bulk Density	g/cc	1.72
Apparent Density	g/cc	2.07
Porosity	%	33.01
Total Surface Area	m <sup>2</sup> /g	6.51
Permeability (Accounting for Tortuosity Effects)	nm <sup>2</sup>	0.02
Pores >3 Microns	%	66.02
Pores >10 Microns	%	56.11
Pores 10-1 Microns	%	15.08
Pores <1 Microns	%	28.80



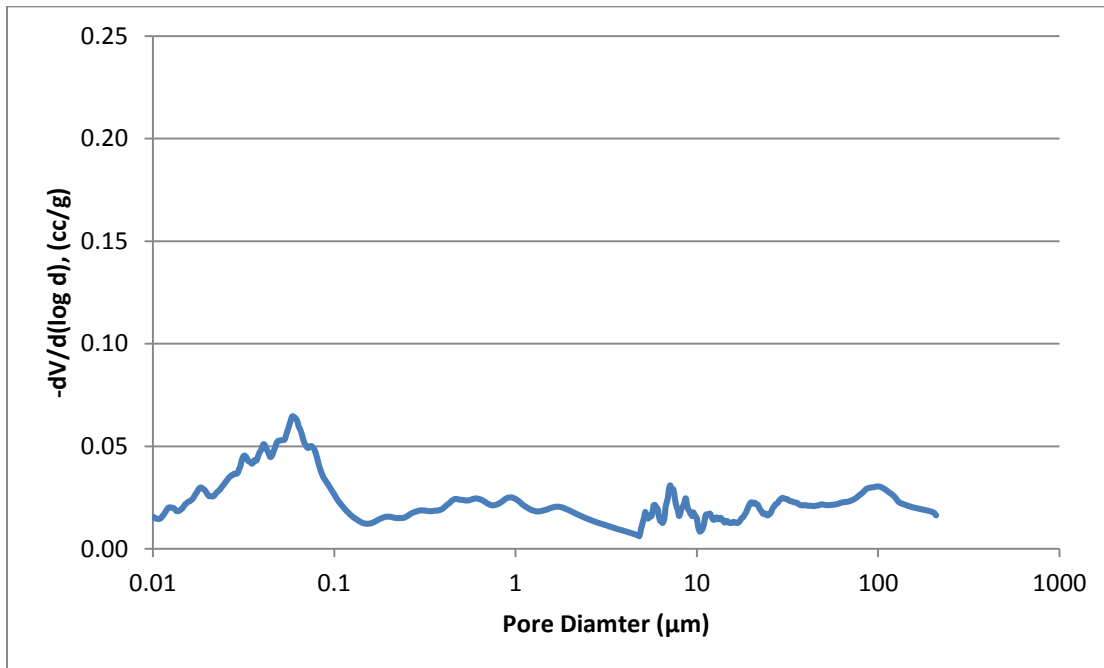
Sumter 1  
NBRC 5610/10288

Property	Unit	
Total Intrusion Volume	ml/g	0.178
Median Pore Diameter	microns	9.228
Bulk Density	g/cc	1.71
Apparent Density	g/cc	1.97
Porosity	%	30.39
Total Surface Area	m <sup>2</sup> /g	2.38
Permeability (Accounting for Tortuosity Effects)	nm <sup>2</sup>	0.09
Pores >3 Microns	%	59.73
Pores >10 Microns	%	48.55
Pores 10-1 Microns	%	18.88
Pores <1 Microns	%	32.57



Sumter 2  
NBRC 5610/10289

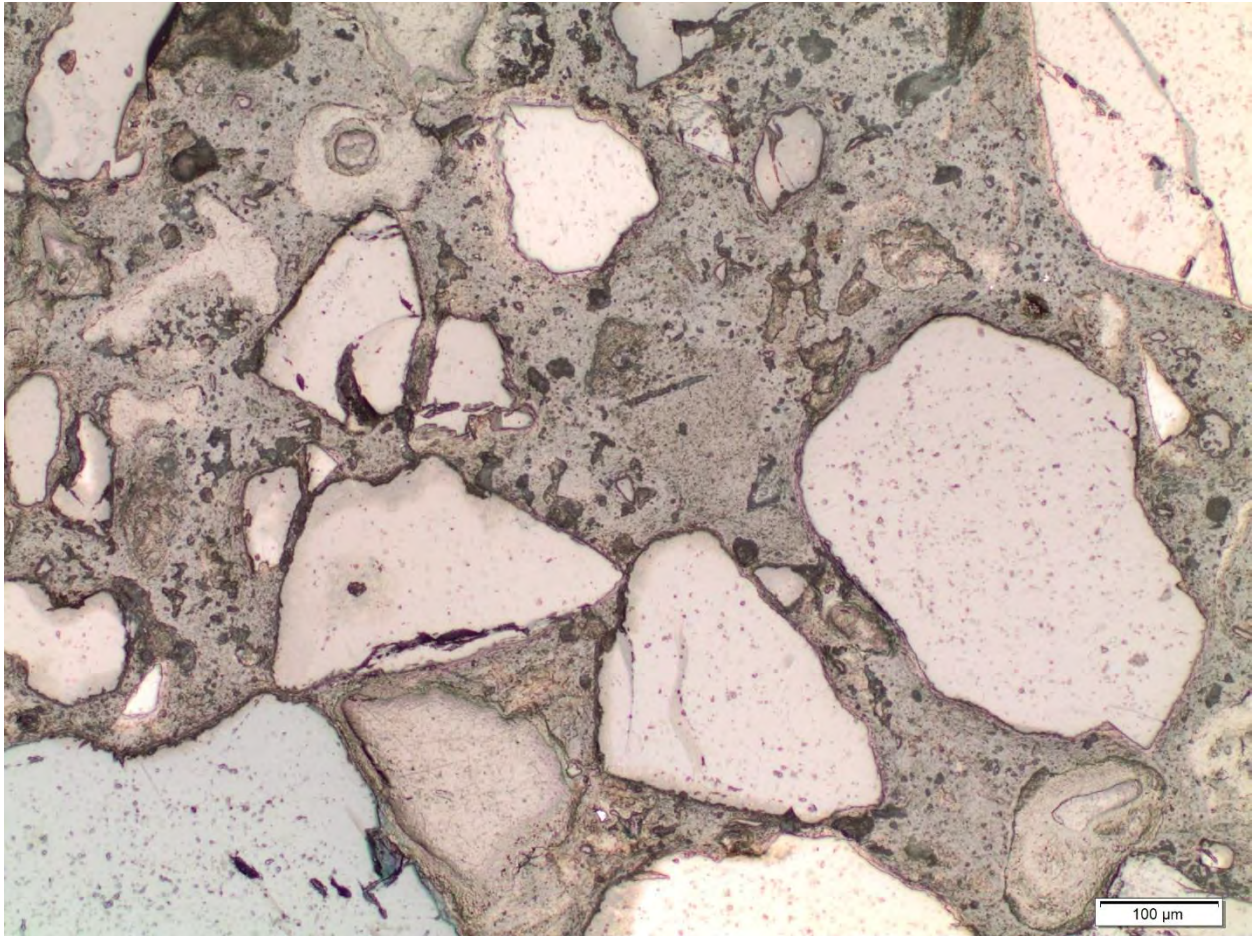
Property	Unit	
Total Intrusion Volume	ml/g	0.104
Median Pore Diameter	microns	0.475
Bulk Density	g/cc	1.93
Apparent Density	g/cc	2.04
Porosity	%	20.10
Total Surface Area	m <sup>2</sup> /g	6.68
Permeability (Accounting for Tortuosity Effects)	nm <sup>2</sup>	0.00
Pores >3 Microns	%	34.30
Pores >10 Microns	%	26.76
Pores 10-1 Microns	%	16.01
Pores <1 Microns	%	57.24



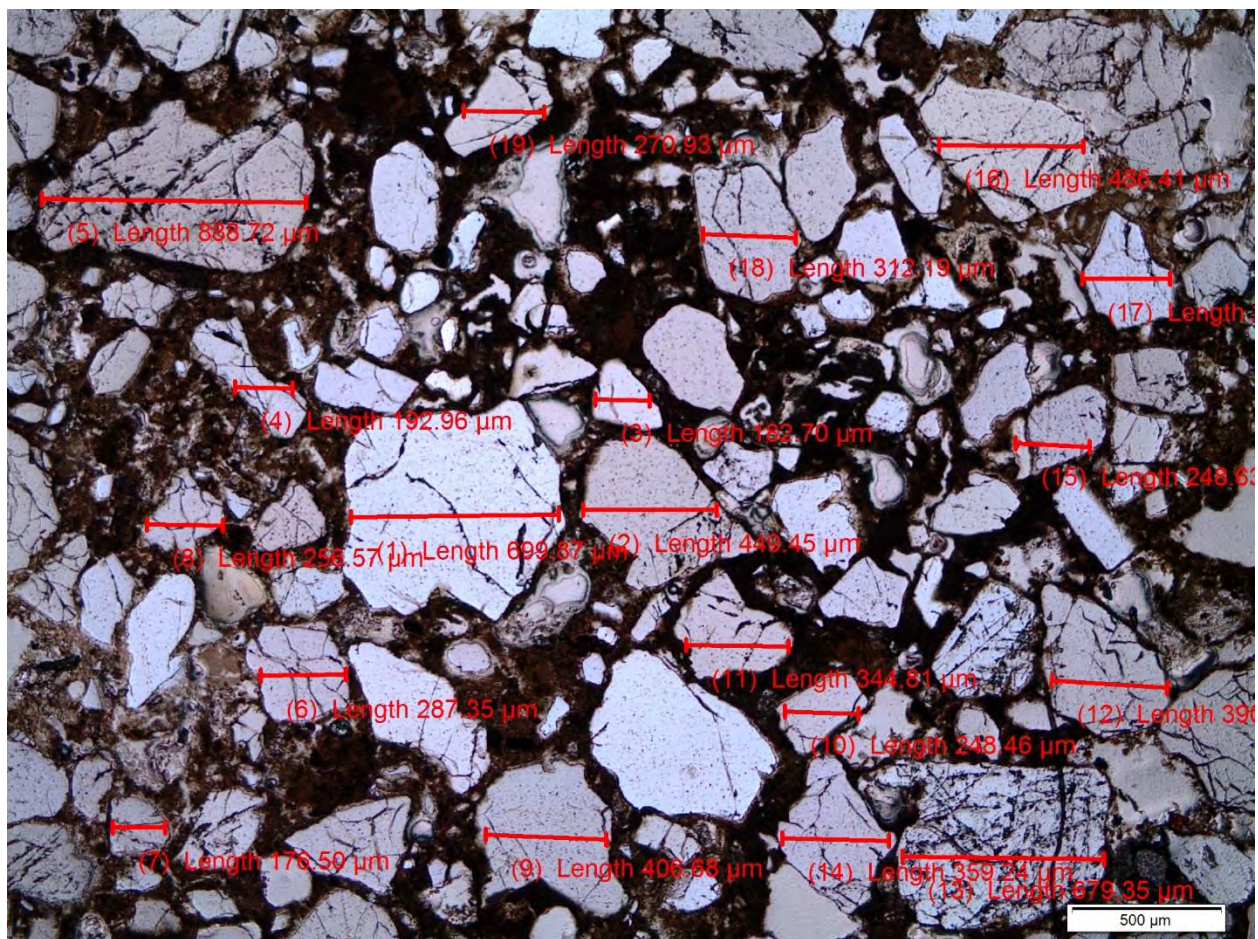
Key Observations:

- Mortars Greene 1, Greene2, and Sumter 1 exhibit expected porosities and fractions of porosity <1 micron.
- Mortar Sumter 2 exhibits a lower than expected porosity and a higher than expected fraction of pores >1 micron (perhaps reflecting the high clay content of the parent batch).

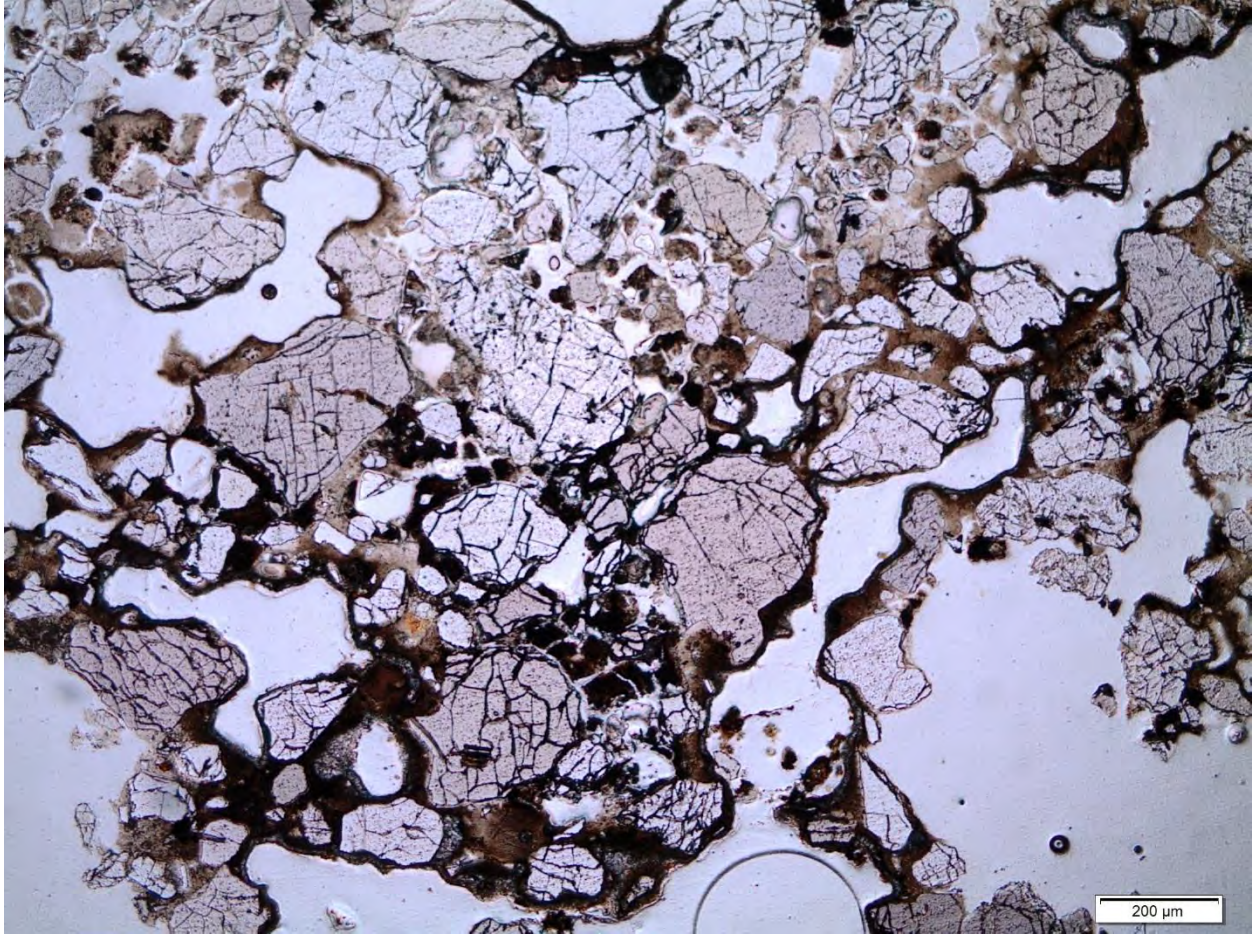
## Petrographic Analysis/Light Microscopy



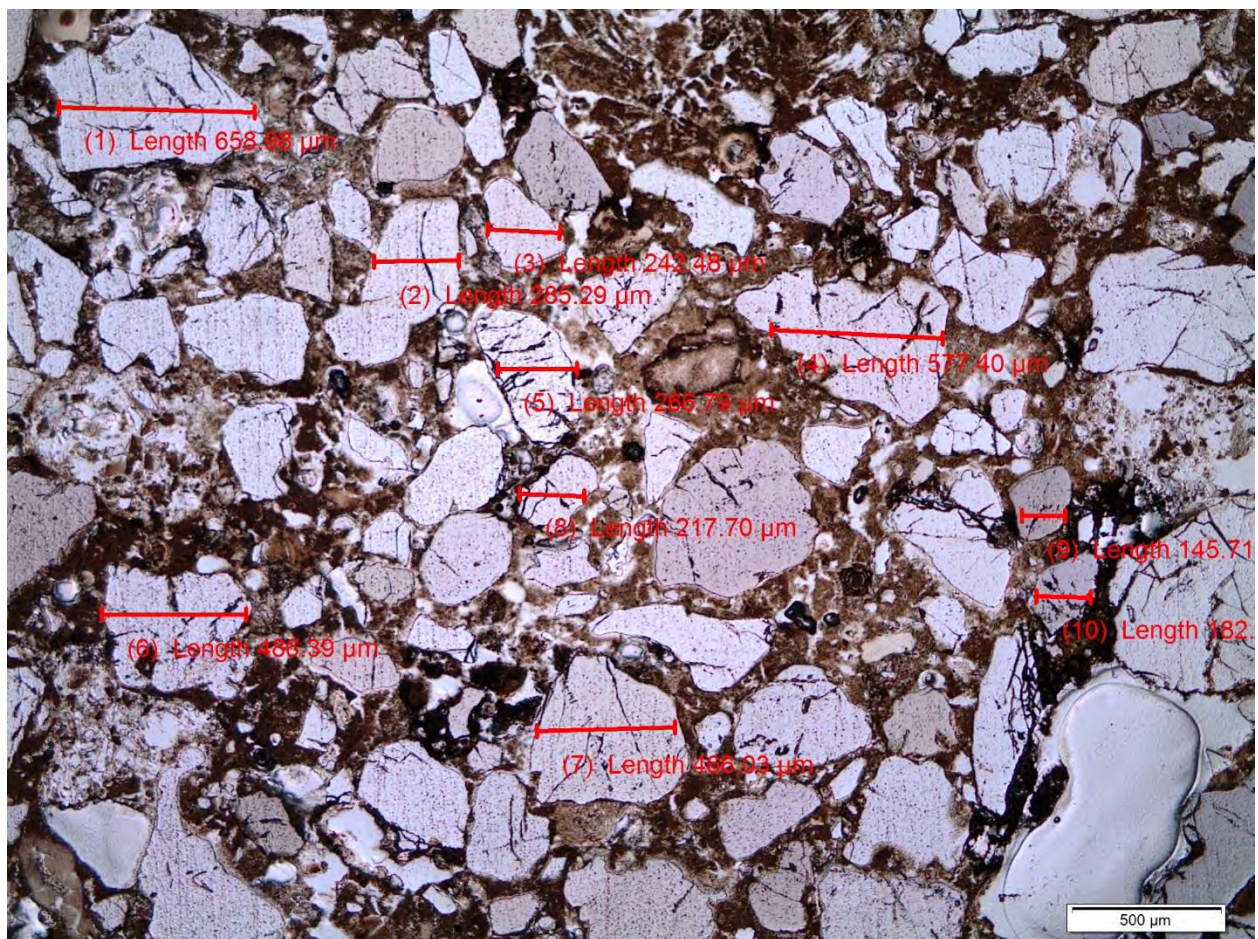
Specimen Greene 1 – Angular and Rounded Sand (Quartz) Crystals Surrounded by Binder Phase. Reflected light.



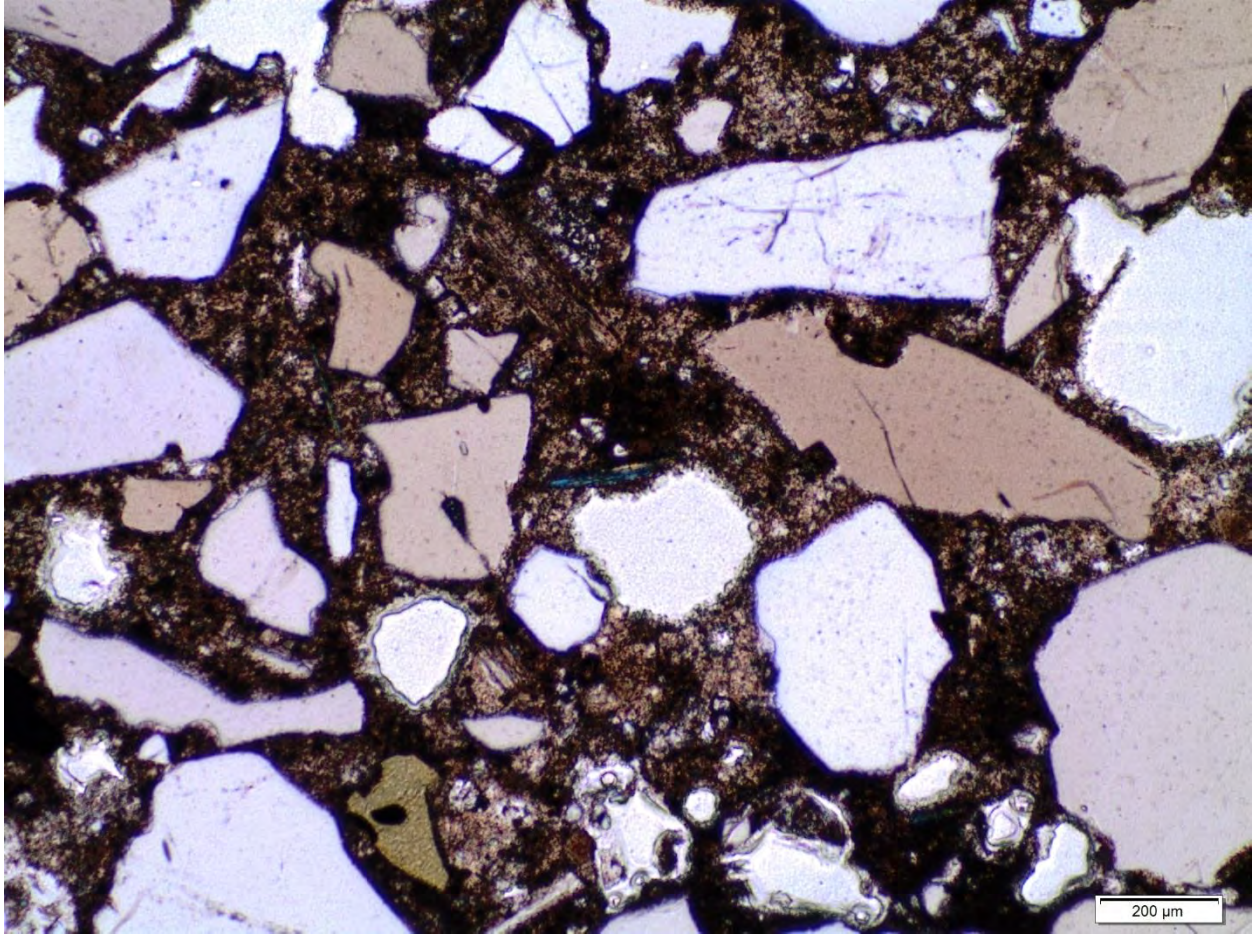
Specimen Greene 1 in Transmitted Light with Measurement of Sand Sizes (in micrometers or microns, μm)



Specimen Sumter 2 (by transmitted light) – Sand (Quartz) Crystals with Dispersed Dark Binder Phase with Considerable Porosity (white areas and “channels”). The level of porosity is likely due to partial removal of carbonate binder by intruding salt-laden water.



Specimen Sumter 1 in Transmitted Light with Measurement of Sand Sizes (in micrometers or microns, µm)



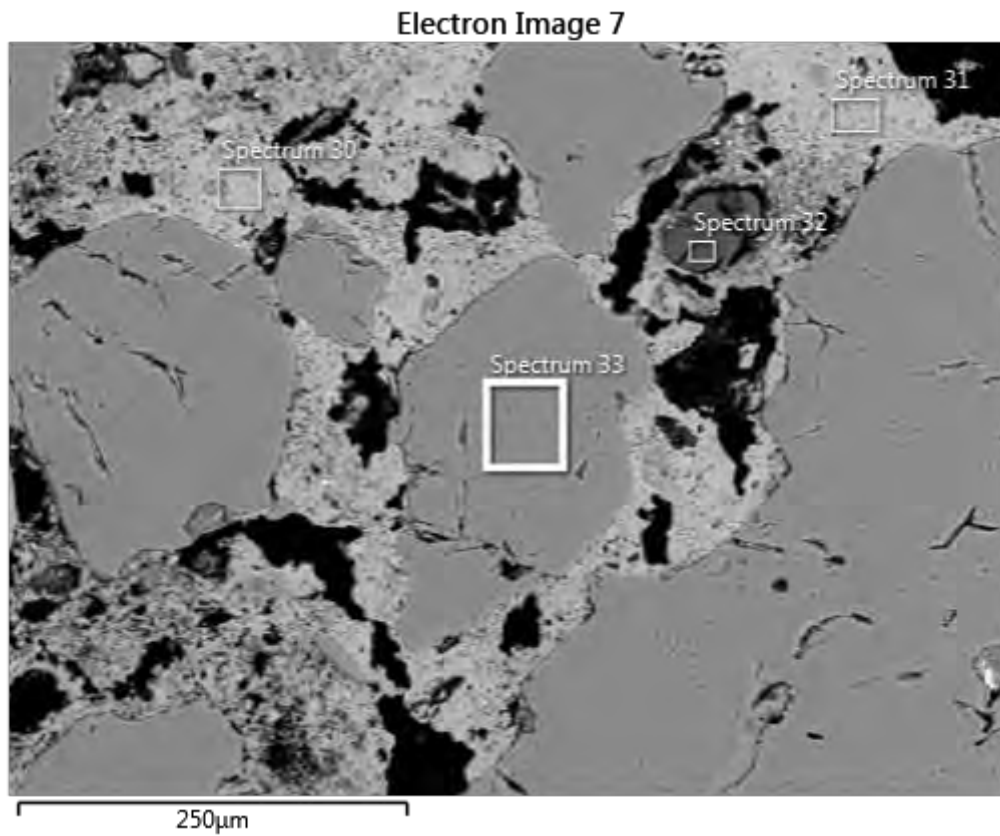
Sumter 2 (Transmitted Light)

Key Observations:

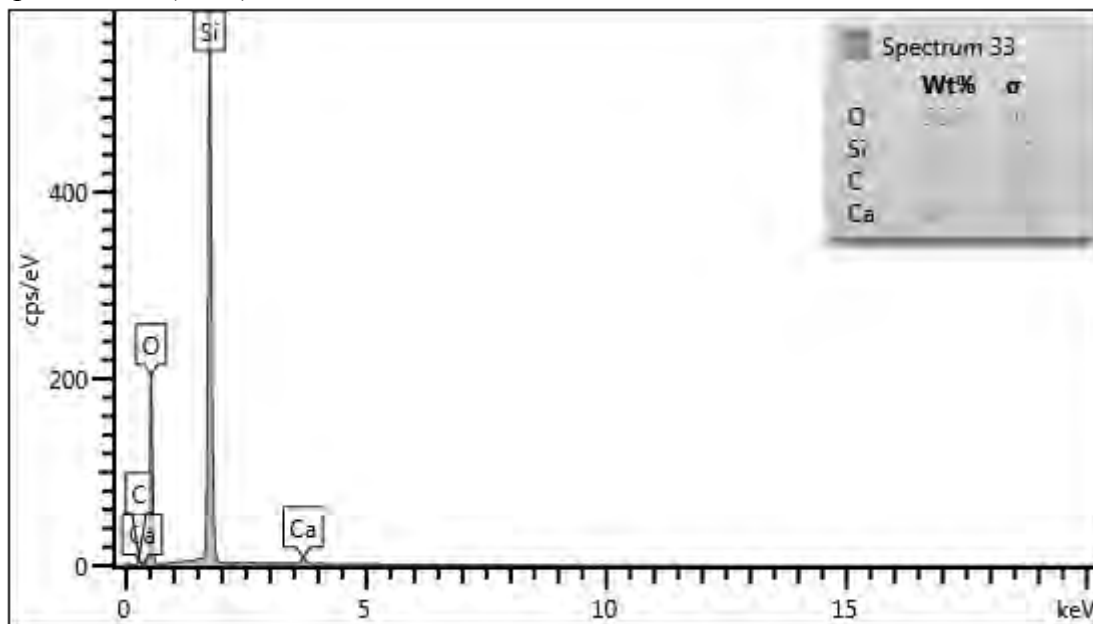
- Sand particle sizes are consistent with those expected in masonry bedding mortars.
- The binder phase contains small opaque or “black” particles, as seen in transmitted light photomicrographs. One object of SEM work was to identify these particles.
- Residual lime agglomerates were not seen in the microstructures suggesting reasonably efficient mixing of mortar constituents.

## Scanning Electron Microscopy/EDAX

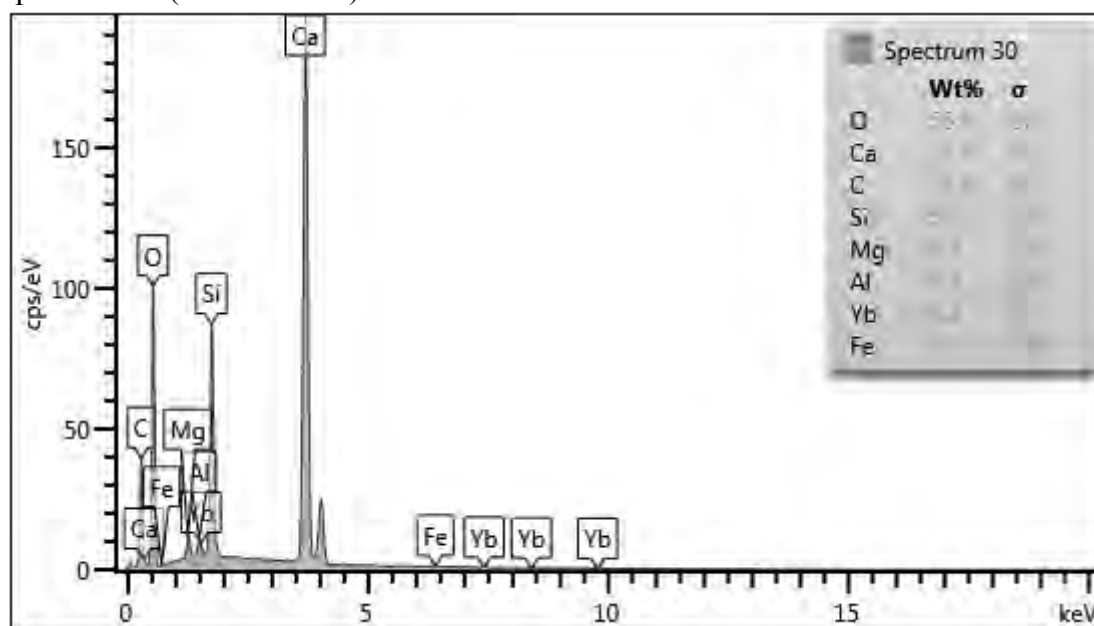
Sumter 1 (Area 2) – Sand (Spectrum 33) and Binder (Spectrum 30)



Spectrum 33 (Sand)

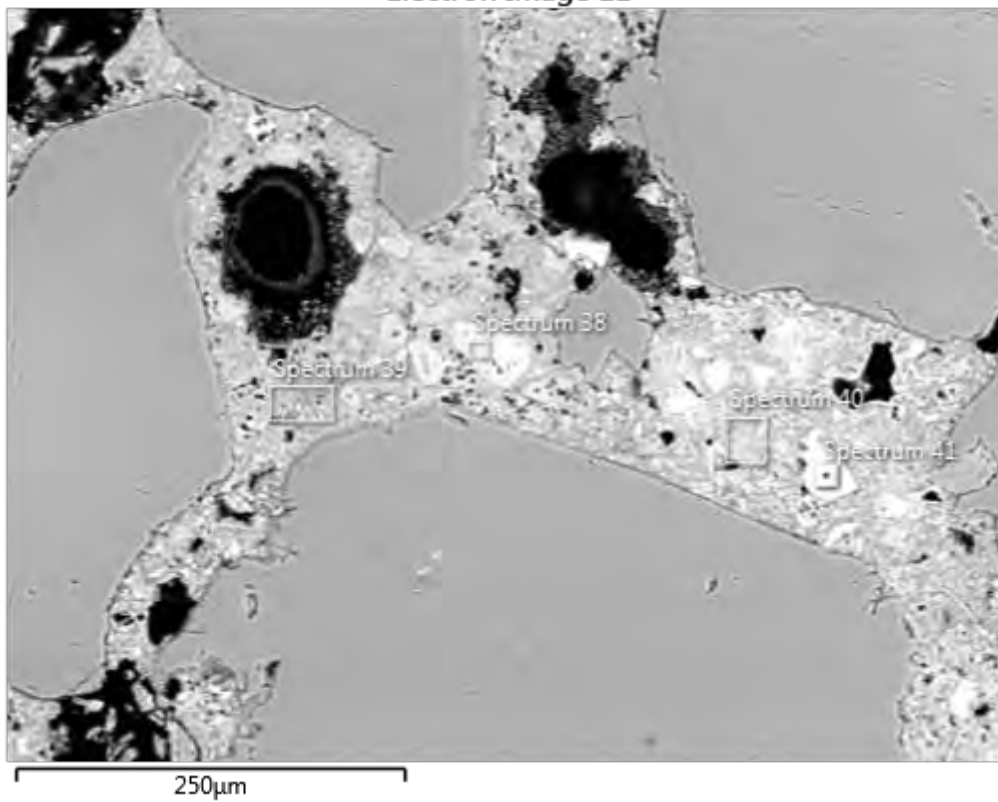


Spectrum 30 (Binder Phase)

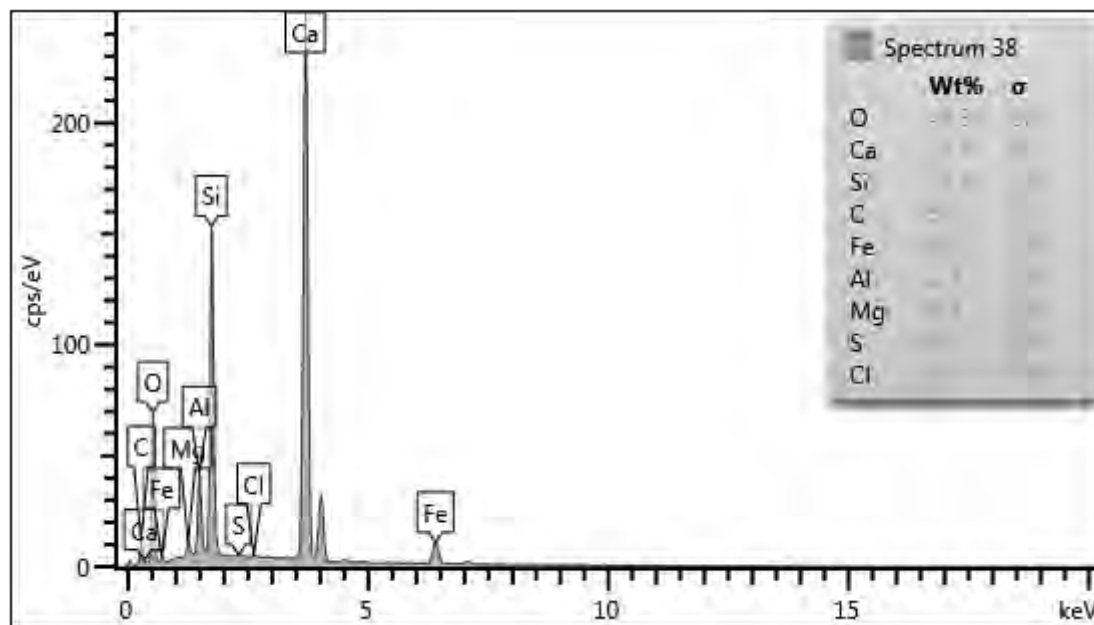


Sumter 2 – Sand (Grey Particles) with Lime Binder (Spectra 39 and 40) with Clay (Spectrum 38)

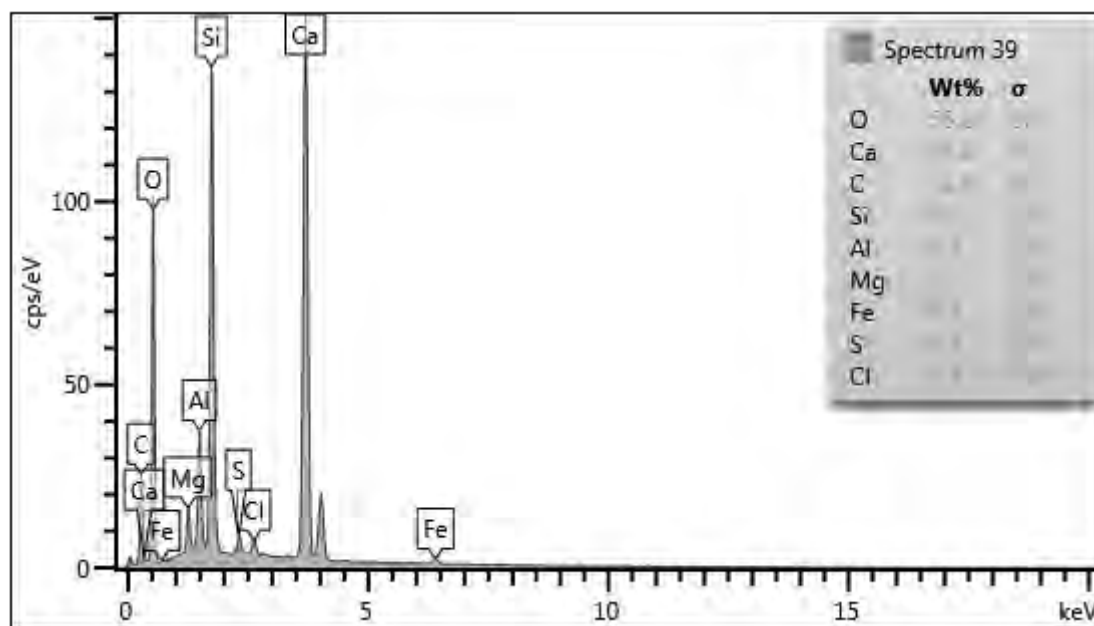
Electron Image 11



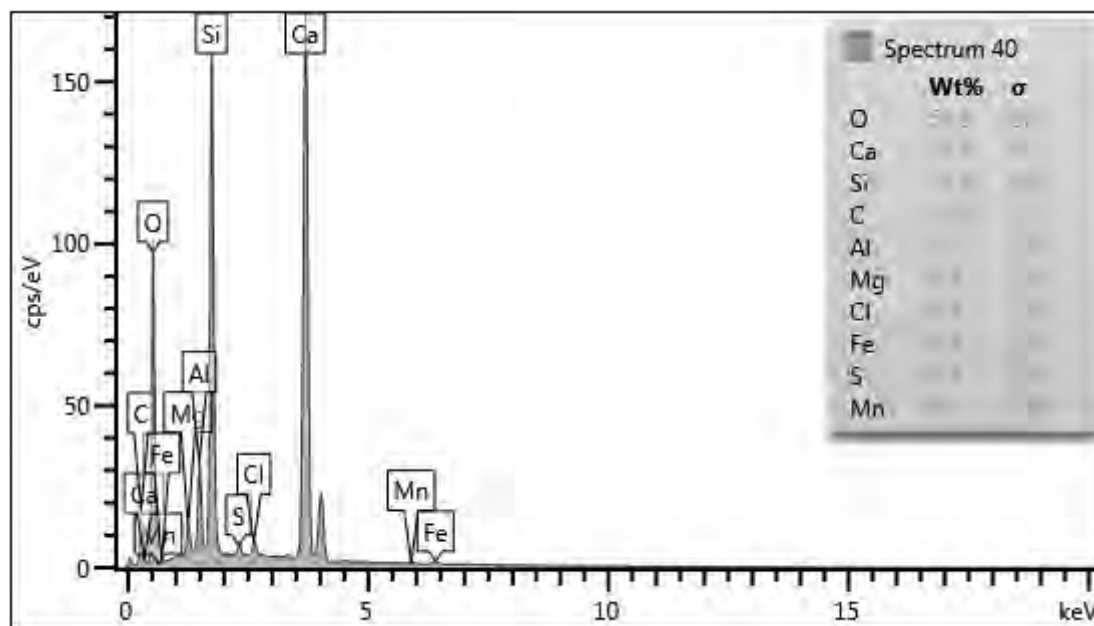
Spectrum 38 (Clay in Binder Phase)



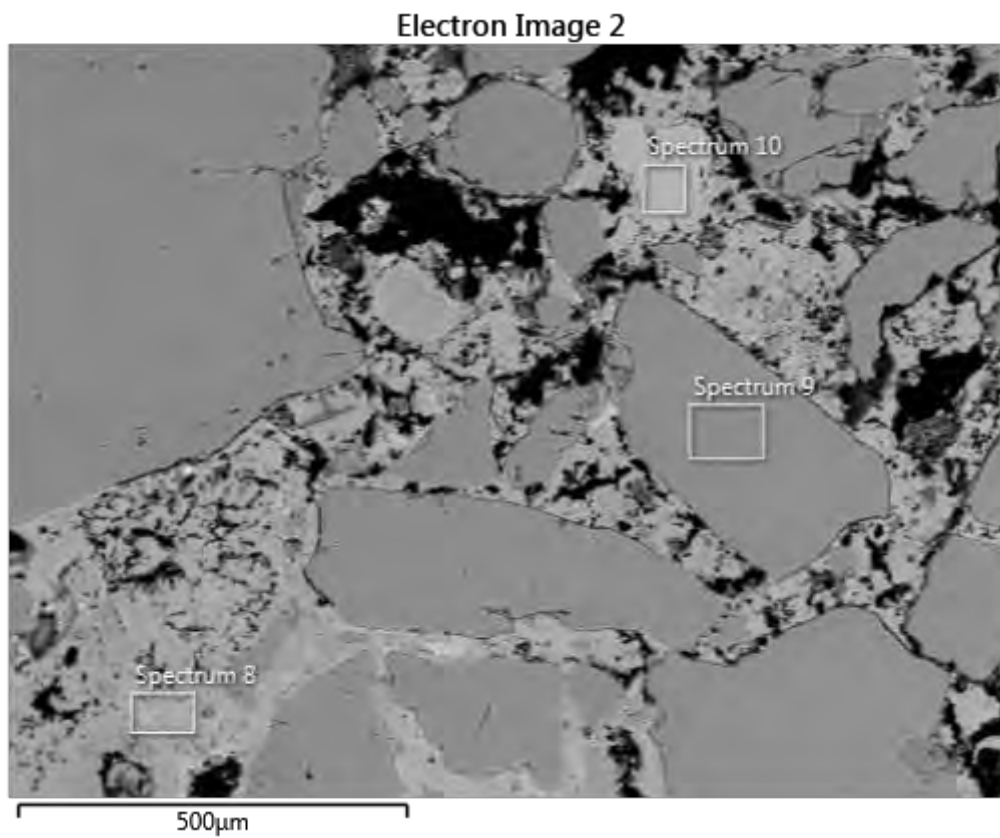
Spectrum 39 (Lime Rich Area in Binder Phase)



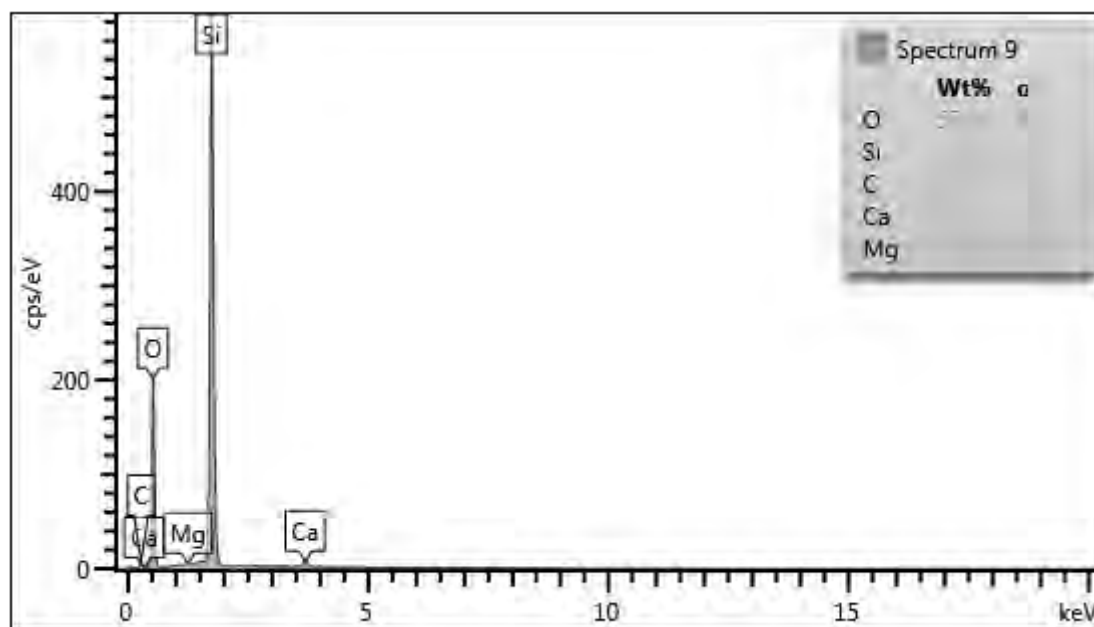
Spectrum 40 (Lime Rich Area in Binder Phase)



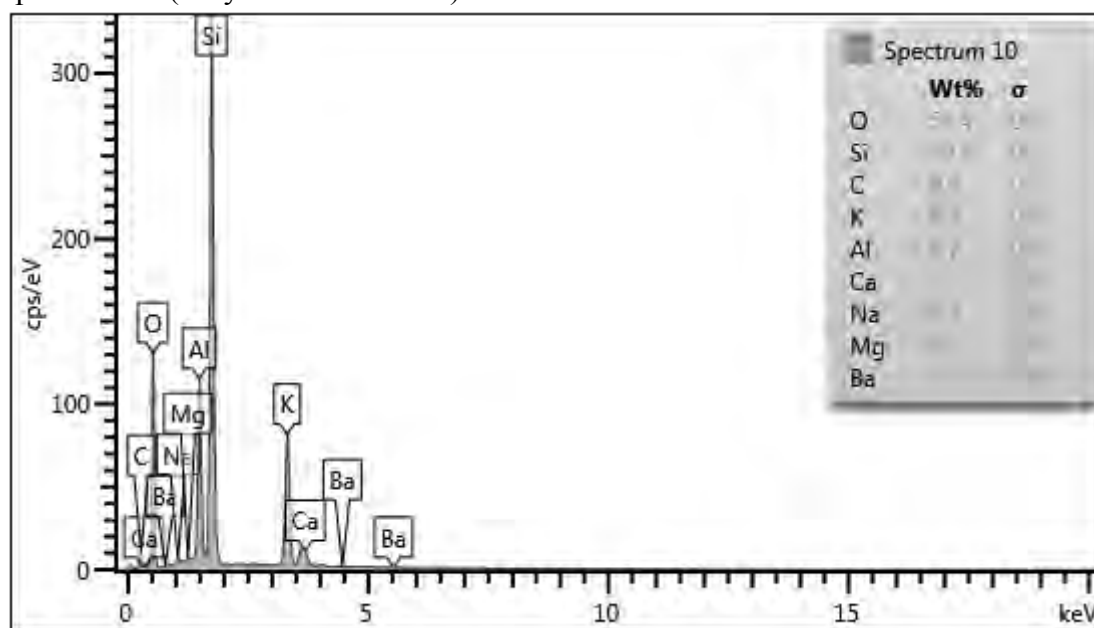
Greene 1 – Sand (Spectrum 9) and Clay in Binder phase (Spectrum 10)



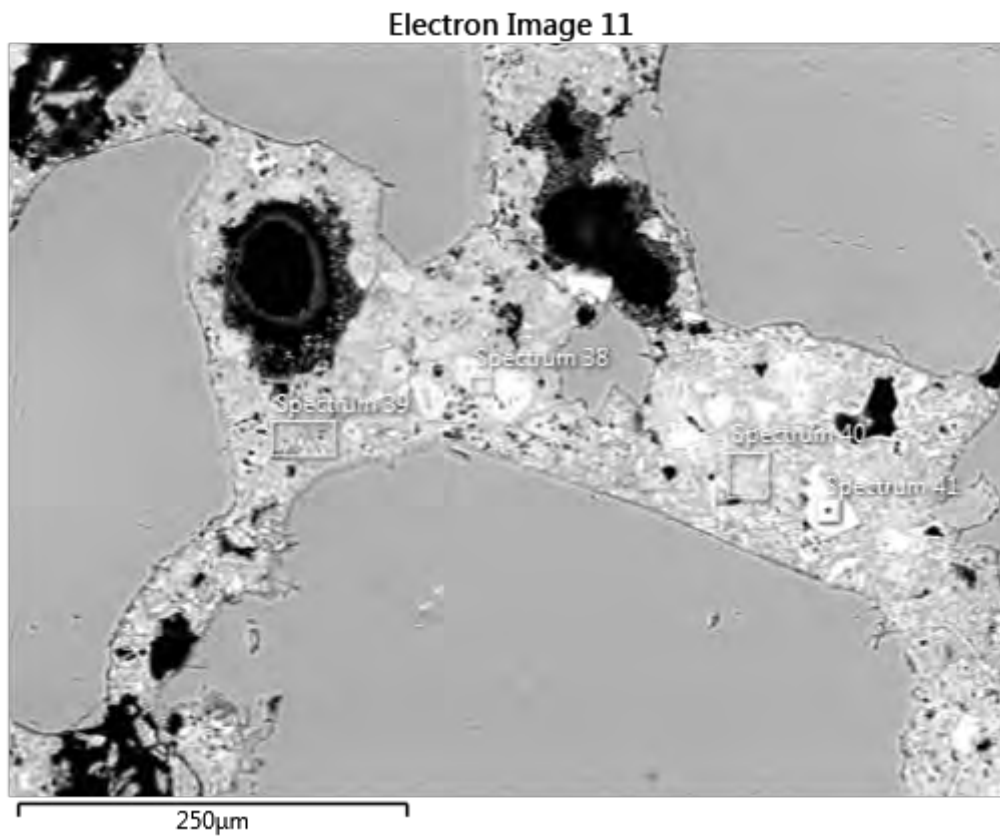
Spectrum 9 (Sand)



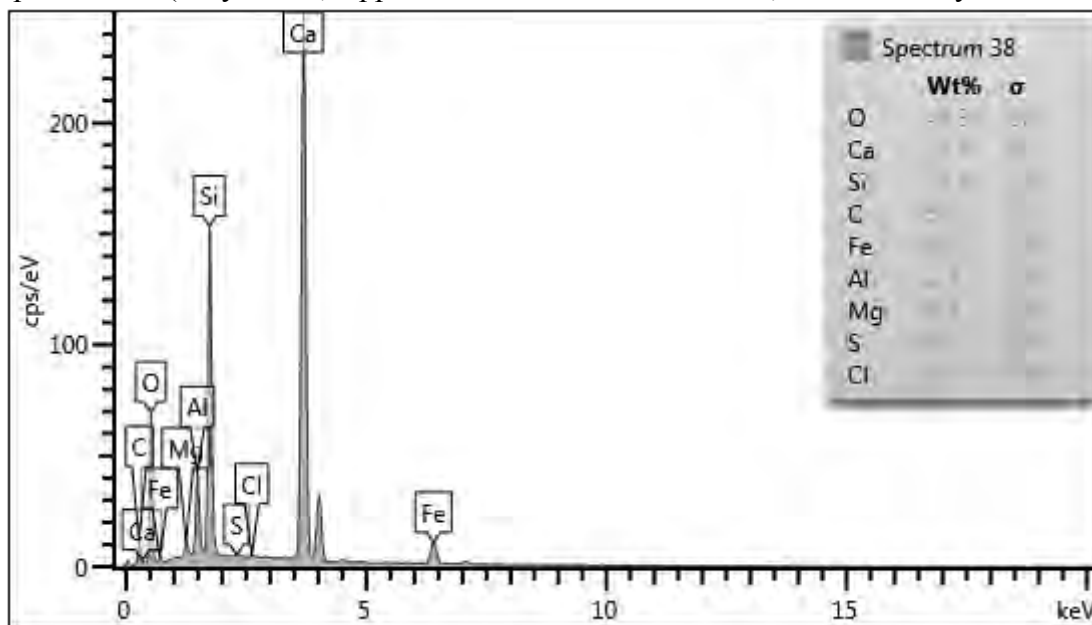
Spectrum 10 (Clay in Binder Phase)



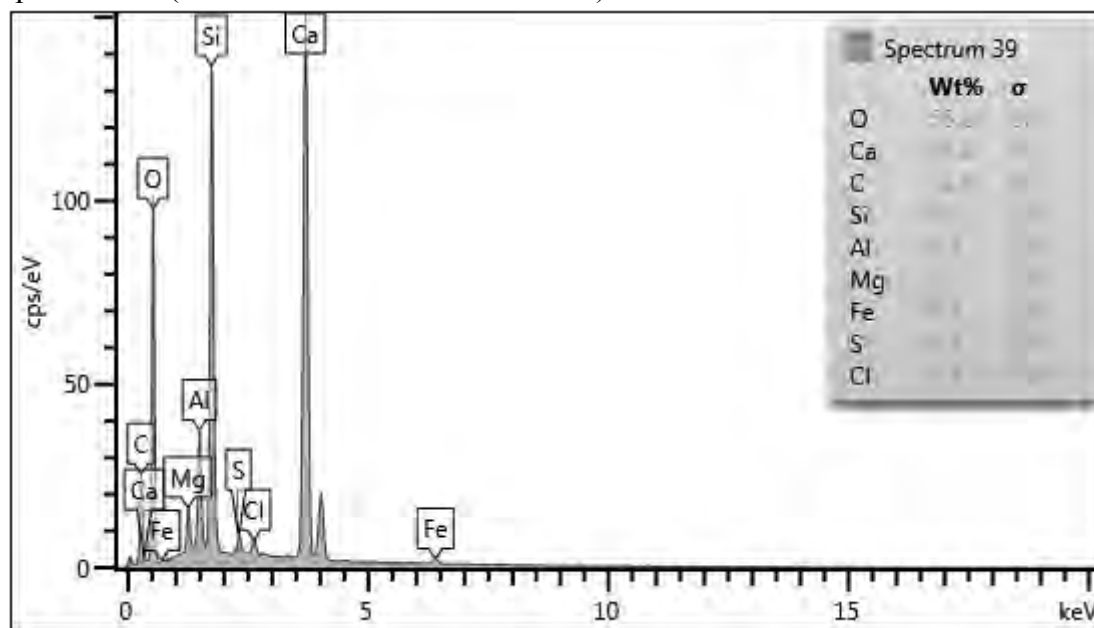
Greene 2 – Sand (Quartz) and Binder (dark and white phases, Spectra 39 and 40) with Pores (Black)



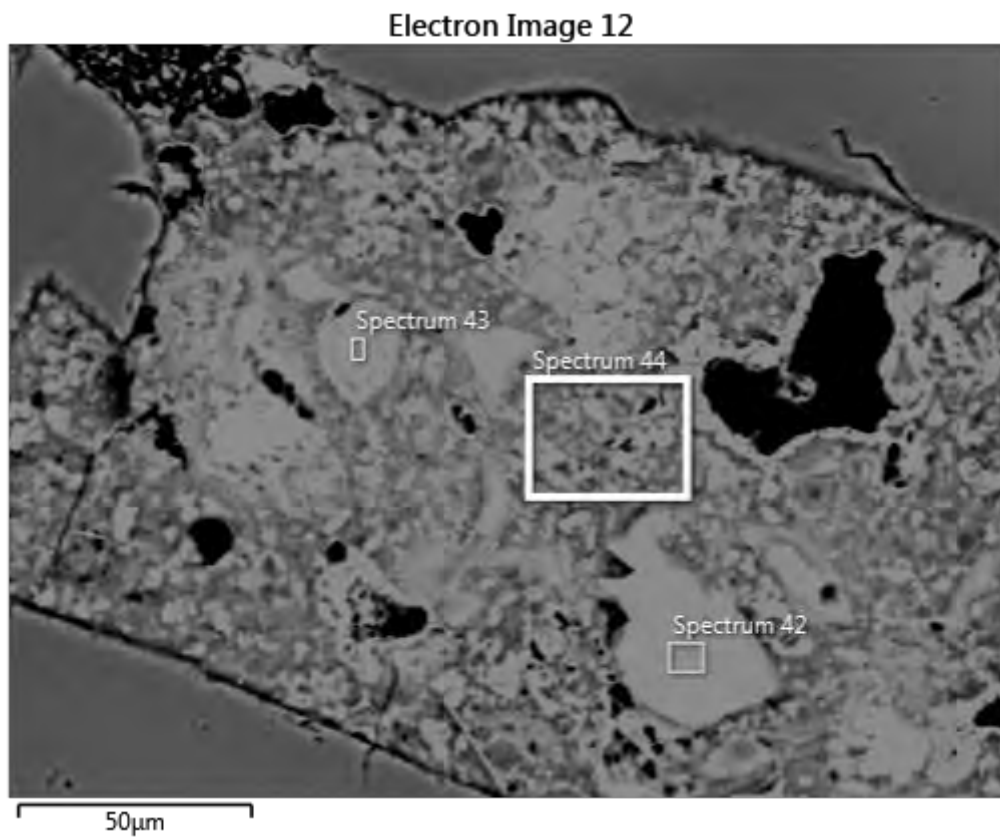
Spectrum 38 (Clay Phase, Appears white due to iron content, surrounded by Lime Rich Binder)



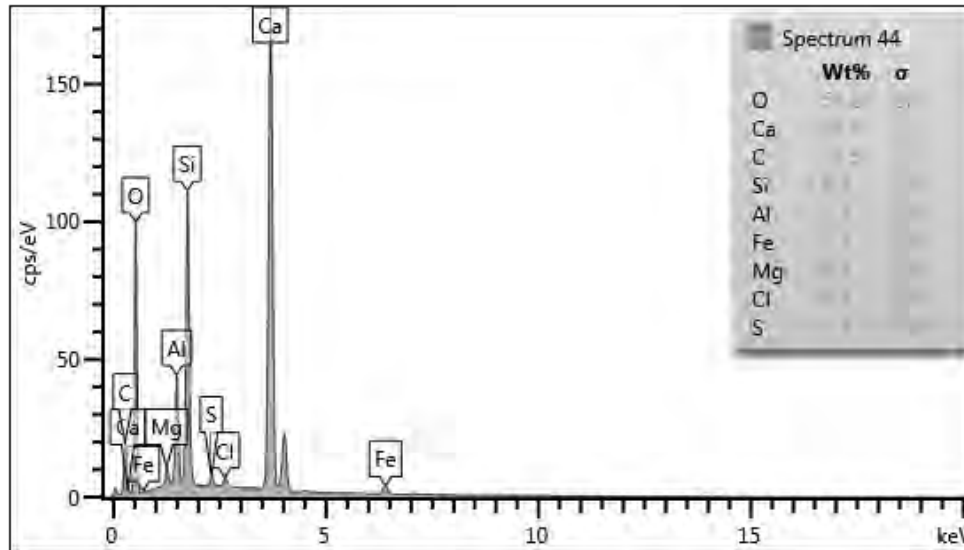
Spectrum 39 (Lime Rich Area in Binder Phase)



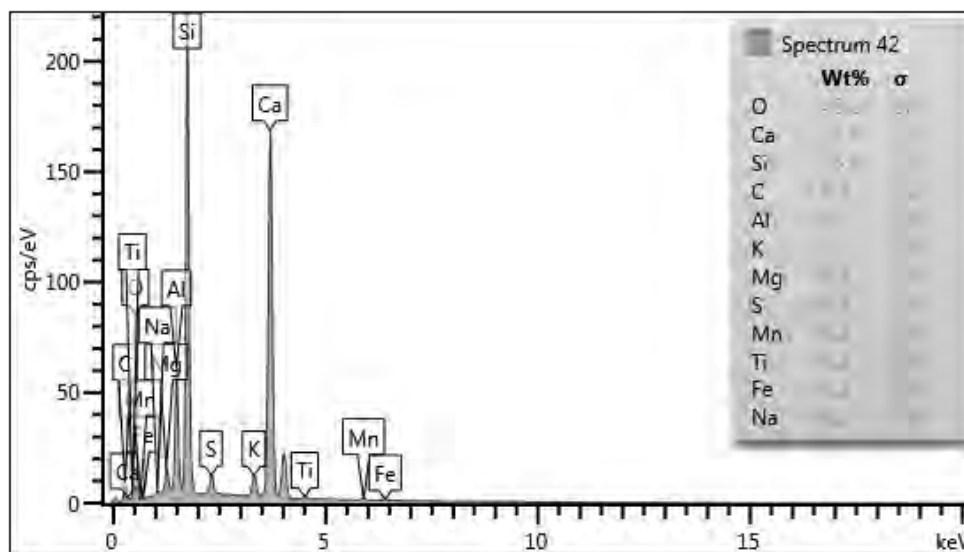
Higher Magnification – Greene 2



Spectrum 44 (Lime Rich Area in Binder)



Spectrum 42 (Clay in Binder)



#### Key Observations:

- The SEM/EDAX examination identified shale clay as a constituent of the binder phase. These relics appear as “white” in the SEM in backscattered electron image mode due to their iron content, but they are opaque or black when observed by petrography (in transmitted light microscopy).
- The reader is cautioned that polishing to create microscopic sections can “smear” constituents over one another affecting the EDAX results for chemical analysis. In practical terms, the analysis of the lime rich areas of the binder may reflect aluminum content from the clay, etc.

### About the Author

Denis A. Brosnan is the Bishop Chair in Materials Science and Engineering at Clemson University. He specializes in forensic analysis of ceramic materials. For the last fifteen years, he has concentrated on forensics of building materials with important projects at the Smithsonian Institution, numerous buildings on the National Register, historic fortifications at National Parks including Fort Sumter National Monument, and historic buildings in Charleston, SC.

He is proud to be the father of two graduates of the University of South Carolina, and he considers it a particular honor to work on the Historic Wall at the Horseshoe.

Contact Dr. Brosnan via [bdenis@clemson.edu](mailto:bdenis@clemson.edu) or 864-506-3041 (cell) or:  
6277-600 Carolina Commons Drive, PMB 330  
Fort Mill, SC 29707

Engineering Assessment of Bricks  
Historic Campus Wall  
University of South Carolina

by  
Denis A. Brosnan, Ph.D., P.E.  
July 7, 2014

Executive Summary

Specimens of clay bricks from the Historic Wall completed in 1836 were characterized as to their engineering properties that relate to contemporary Standards for brick products. The purpose was development of information for use in specifications for repair material and to guide restoration activities. These bricks were obtained from cataloged achieve specimens held at USC in late 2010.

The bricks were found to be hand molded and produced from weathered shale clay as is found in the Columbia S.C. area<sup>1</sup>. The bricks were found to exhibit saturation coefficients and pore structures that would classify them as Grade SW (Severe Weathering) in contemporary Standards, and replacement bricks meeting Grade SW are strongly recommended. The test results are consistent with the observation of only a few freezing and thawing durability failures or “spalls” on the Wall. Additional brick attributes for repair include use of similar brick sizes, colors, thermal expansion, and surface features as in original construction. Mortar color matching and joint tooling are important in repairs so as to match the aesthetics of the original structure.

Introduction

Four structural clay brick specimens from original construction of the Horseshoe Wall, located in historical archives, were tested for absorption properties according to the method in ASTM C67, *Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile*. These specimens were also tested using Mercury Intrusion Porosimetry (MIP) to further establish their contemporary Grade rating, and they were tested using thermal expansion by dilatometry in order to estimate their firing temperatures.

The purpose of this report is to provide supplemental information for the current preservation activities with the Wall. Bricks meeting ASTM C 216 Grade SW (Severe Weathering) in restoration work were recently recommended<sup>2</sup>. The specimens were tested in the Bishop Materials Laboratory of Clemson University under the certifications attained by that organization relative to the tests.

---

<sup>1</sup> The source of bricks was primarily from the John Brown brickyard located by the Congaree River in Columbia, but some bricks were obtained from Charleston, SC. See “University of South Carolina Campus Wall Historic Structure Survey, E. Oswald, J. Betsworth, and J. Zeise, A Report Prepared for Dr. Robert Weyeneth, Spring (2011).

<sup>2</sup> Characterization of Masonry Mortar, Historic Campus Wall, University of South Carolina, Denis A. Brosnan, Ph.D., P.E., July 2, 2014.

Bricks are fundamentally classified under ASTM C 216 by their water absorption characteristics and their compressive strength. The absorption characteristics reflect the pore structure that essentially determines the ability of the bricks to resist the forces involved in freezing and thawing of water saturated bricks. Therefore, much attention in this report is paid to properties that reflect pore structure in characterization of historic bricks.

The qualification of structural clay units in resisting freezing and thawing cycles is judged by comparing water absorption characteristics with criteria in contemporary Standards<sup>3</sup>, with tests conducted using the methods in ASTM C 67. While contemporary Standards do not apply to bricks in older masonry structures, the criteria in the Standards represent years of accumulated knowledge on brick masonry and are used in making an engineering estimate of brick performance. To further consider the qualification of the bricks, the pore size and pore volume criteria developed by Maage are employed<sup>4</sup>. Finally, the firing temperature of the bricks was determined using thermal dilatometry<sup>5</sup>.

## Findings

Photographs of three of the as-received bricks are shown in the Appendix. All appear to be molded bricks based on the weathered shale commonly found in the Columbia area. The three brick were all red to red-yellow in color with typical “porous texture” for molded bricks as shown on fracture surfaces on the as-received photographs.

The absorption properties of the bricks are given in Table 1. The properties are briefly explained as follows:

*Cold Water Absorption (CWA)* – the weight gain of a dried brick or tile expressed as a percentage increase from the dry weight after immersion in room temperature water for 24-hours. Such treatment typically fills or saturates about 66-68% of the open porosity of the brick.

*Boiling Water Absorption (BWA)* – the weight gain of a dried brick or tile expressed as a percentage increase from the dry weight after immersion in boiling water for five hours. Such treatment typically fills or saturates over 96% of the open porosity of the brick.

*Saturation Coefficient* – the quotient of CWA divided by BWA expressed as a fraction. This quantity reflects the fraction of “fine pores” within the brick or tile. Contemporary Standards set a maximum of saturation coefficient as a means of discriminating durable and non-durable bricks.

---

<sup>3</sup> ASTM C216, Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale), The American Society for Testing and Materials. ASTM C212, Standard Specification for Structural Clay Facing Tile, The American Society for Testing and Materials

<sup>4</sup> Manfred Maage, *Frost Resistance and Pore Size Distribution of Bricks*, Ziegelindustrie International, 9 (1990) 472-481.

<sup>5</sup> L. Franke and I. Schumann, *Subsequent Determination of the Firing Temperature of Historic Bricks*, Conservation of Historic Brick Structures, Donhead Publishing, ISBN 1 873394 34 9 (1998).

For example, a brick classed as SW (Severe Weathering) in ASTM C216 cannot exceed a saturation coefficient of 0.80 (or 0.78 as an average in a group of five bricks).

The mercury porosimetry results are also given in Table 1. The Maage Index estimates the durability of fired clay bricks based on the total porosity and the fraction (content) of pores greater than three microns in diameter. The Maage Index rating is as follows:

<b>Maage Index</b>	<b>Rating</b>
>70	Frost resistant at normal saturation.
55-70	Unpredictable performance at normal saturation.
<55	Not frost resistant at normal saturation.

The results in Table 1 show all historic bricks to meet the saturation coefficient criteria for Grade SW (Severe Weathering) bricks as provided in contemporary Standard C216. Three of four bricks tested failed to meet the boiling water absorption maximum values for Grade SW bricks, and this is not surprising for bricks that were hand molded in the early 1800's. All of the bricks tested were rated as “durable” by the Maage criteria. These findings are consistent with the observation that there were only a few durability failures on the Wall.

The coefficient of thermal expansion in the interval room temperature to 200°C for three of the specimens were in the approximate range 5.6-5.8 exp (-6)/°C, a normal value range for clay bricks (Table 2)<sup>6</sup>. It is unlikely that sand was added to the local clay for making the bricks using the Columbia weathered shale (sand would increase the thermal expansion coefficient of fired bricks). Note that general matching of the thermal expansion coefficient between new and original bricks is recommended for repairs in historic structures.

Color data is given in Table 3, and it may be compared to as-received photographs of three of the four bricks. Brick 37E exhibits the largest yellow hue (highest b\* value), consistent with the fact that this brick exhibits the lowest predicted firing temperature (Table 4). It is noted that brick 37E was previously classed as durable by the absorption and Maage methods despite a “lower” firing temperature.

The firing temperatures of the bricks (Table 4) were estimated using thermal dilatometry to be in the range 1076-1098°C (1969-2008°F). The individual dilatometry curves are given in the Appendix. For comparison purposes, modern facing bricks manufactured in Columbia classed as severe weathering and based on weathered shale are typically exposed to temperatures of about 1093°C (2000°F). The values of the historic bricks allow them to be considered as “normally fired” for estimation of their Grade qualification.

---

<sup>6</sup> The normal range for thermal expansion coefficient for clay bricks is 3.4 – 8.0 exp (-6)/°C per M. Kornmann, Clay Bricks and Rooftiles, Societe de l'industrie minerale, Paris (2007).

Table 1: Standards, Absorption Properties, and Maage Index

Category and Specimen ID	Cold Water Absorption, % (CWA)	Boiling Water Absorption, % (BWA)	Saturation Coefficient (CWA/BWA)	Apparent Porosity, %	Maage Index	Durability Prediction at Normal Saturation
Limit for SW bricks (average)		$\leq 17.0$	$\leq 0.78$	Not specified.		
Limit for SW bricks (individual)		$\leq 20.0$	$\leq 0.80$	Not specified.		
Limit for MW bricks (average)		$\leq 22.0$	$\leq 0.88$	Not specified.		
Limit for MW bricks (individual)		$\leq 25.0$	$\leq 0.90$	Not specified.		
4W	6.88	11.66	0.59	23.55	138.0	Pass SW CWA/BWA Meets SW by CWA Pass Maage
30W	17.37	22.00	0.79	36.96	213.6	Pass SW CWA/BWA Meets MW by CWA Pass Maage
34E	15.18	20.26	0.75	35.44	205.5	Pass SW CWA/BWA Meets MW by CWA Pass Maage
37E	17.52	22.09	0.79	37.60	75.3	Pass SW CWA/BWA Meets MW by CWA Pass Maage

Table 2: Coefficient of Thermal Expansion by Thermal Dilatometry

Specimen	Value, / °C	Comment
4W	$5.59 \times 10^{-6}$	Normal value for clay brick.
30W	$5.8 \times 10^{-6}$	Normal value for clay brick.
34E	$5.69 \times 10^{-6}$	Normal value for clay brick.
37E	$1.79 \times 10^{-6}$	Instrument fault at low temperature influenced result.

Table 3: Color Measurement in the L\*a\*b\* System of Measurement

Specimen	L* (+L indicates lightness)	a* (+a indicates red)	b* (+b indicates yellow)
4W	42.7	14.8	17.3
30W	45.4	17.5	24.1
34E	41.4	13.6	16.9
37E	55.7	16.7	27.7

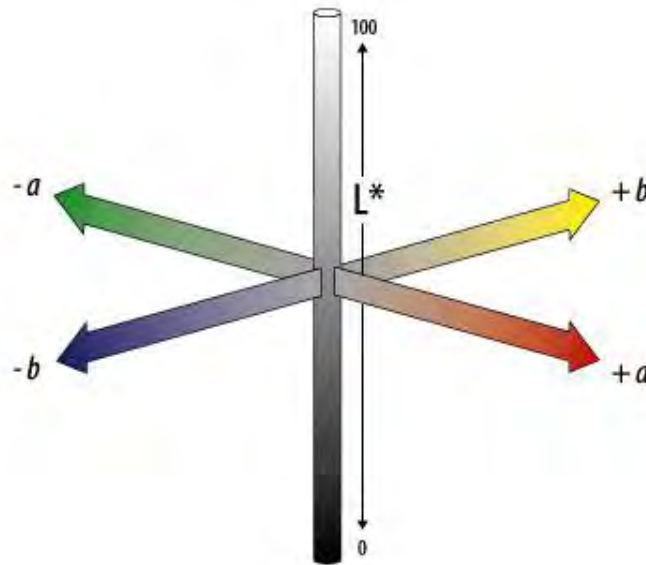


Figure 1: L\*a\*b\* Coordinate System

Table 4: Estimated Firing Temperatures by Deflection in Thermal Dilatometry

Specimen	Value, °C
4W	1097.6
30W	1085.8
34E	1088.1
37E	1076.0

### Conclusions

The absorption and mercury porosimetry indices show all brick tested to be predicted as durable in agreement with practical observations of bricks in the Historic Wall. This supports the recommendation of use of Grade SW bricks for restoration repairs. Other criteria for replacement bricks include:

- Use of replacement molded bricks of the same size as the historic units.
- Color matching of replacement bricks to those bricks in the existing wall with similar surface features to include a smooth texture.
- Use of replacement molded bricks of similar thermal expansion coefficient as those in the historic wall.

While compressive strength was not obtained in this assessment, the bricks in the Wall appear sound and have obviously performed well.

With regards,



Denis A. Brosnan, Professor and Consultant  
Registered Professional Engineer  
SC Registration 13888

## Appendix: Photographs and Additional Data

As-Received Photographs – No Brightness or Contrast Adjustment  
No photograph available for Specimen 4W



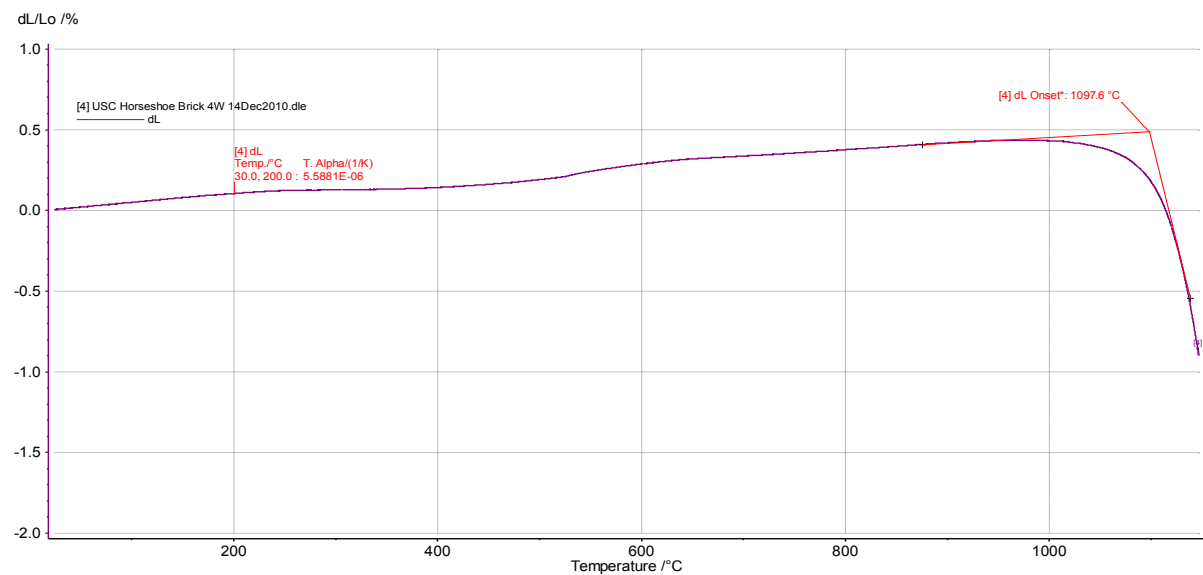


USC Confederate Wall 34E

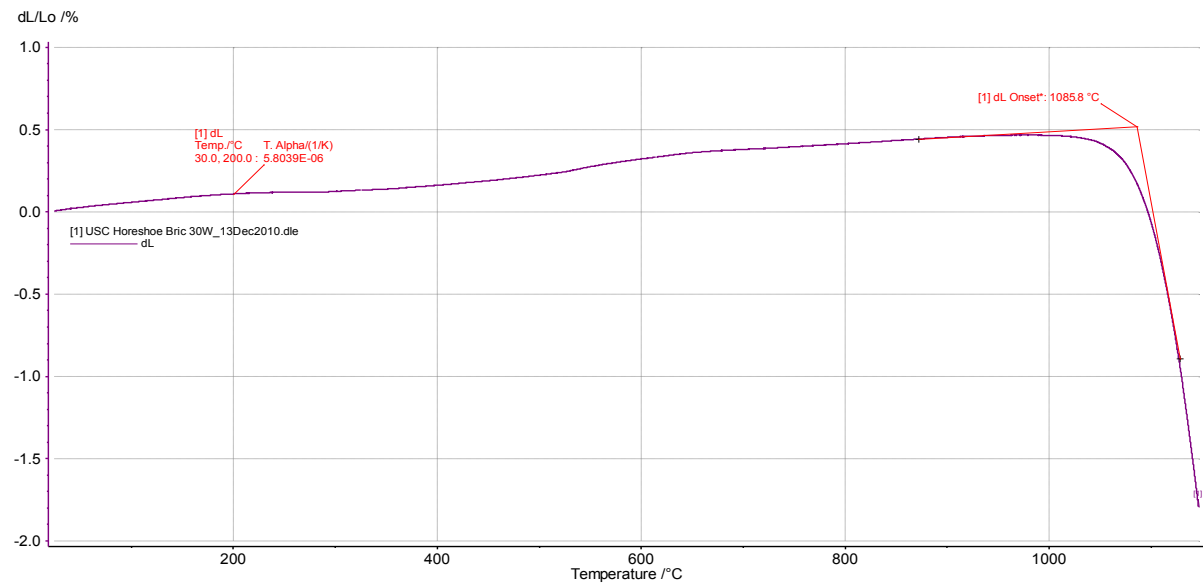


USC Confederate Wall 37E

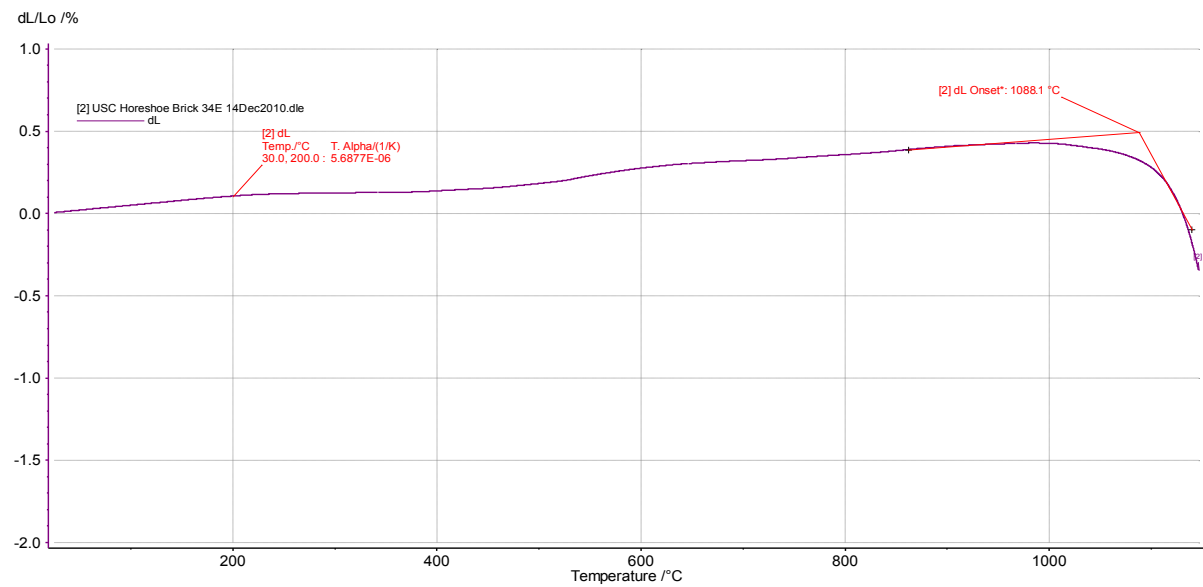
Thermal Expansion Curve – Brick 4W



Thermal Expansion Curve – Brick 30W



Thermal Expansion Curve – Brick 34E



Thermal Expansion Curve – Brick 37E

