



Darla Moore School of Business – Retaining Wall Repairs

Columbia, South Carolina

Final Abbreviated Scope of Work

Prepared For

University of South Carolina  
1300 Pickens Street  
Columbia, SC 29208

Owner Project Number: 50003294

ADC Project Number: 19058

June 15, 2020

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Columbia, South Carolina

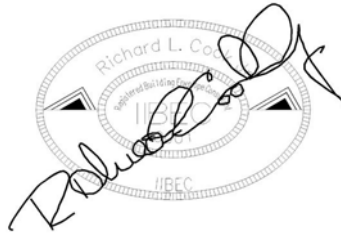
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Mr. Richard L. Cook, Jr.  
FIIBEC, RBEC (RRC, RWC, REWC), RBEC, RRO, REWO, CCS, CSRP & LEED® AP

ADC Engineering, Inc./The Building Envelope Enclosure Group

June 15, 2020

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**PROJECT NUMBER:** 50003294

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**SE-310****INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES**AGENCY/OWNER: University of South CarolinaPROJECT NAME: Darla Moore School of Business – Retaining Wall RepairsPROJECT NUMBER: 50003294 CONSTRUCTION COST RANGE: \$ 150,000 to \$ 250,000 N/A PROJECT LOCATION: 1014 Greene Street, Columbia, SC 29208DESCRIPTION OF PROJECT/SERVICES: Base Bid work includes the complete removal and replacement of all exterior sealant joints, cutting/widening control joints in concrete for expansion (sealant) joint, installation of sealant in control joints, concrete repairs, textured wall coating and miscellaneous flashings/sheet metal transitions and waterproofing repairs below paver/pedestal system at elevated front entrance stairs. Small and Minority Business participation highly encouraged.BID/SUBMITTAL DUE DATE: 8/13/2020 TIME: 10AM NUMBER OF COPIES: 1PROJECT DELIVERY METHOD: Design-Bid-BuildAGENCY PROJECT COORDINATOR: Aimee RishEMAIL: arish@fmc.sc.edu TELEPHONE: 803-777-2261DOCUMENTS MAY BE OBTAINED FROM: http://purchasing.sc.edu "Solicitations and Awards"**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 DOCUMENT DEPOSIT AMOUNT: \$ 0 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.

Agency WILL NOT accept Bids send via email.

*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: ADC/The BEE GroupA/E CONTACT: Rick CookEMAIL: amandam@thebeegroup.org TELEPHONE: 843-735-5154PRE-BID CONFERENCE: Yes  No  MANDATORY ATTENDANCE: Yes  No PRE-BID DATE: 7/28/2020 TIME: 10 AMPRE-BID PLACE: Conference Call (800)755.1965/Access Code 7777162 Site Visit-August 4, 2020 at 2PM at 1014 Greene St. Use of attendee provided face masks and plastic gloves is mandatory. Six-foot social distancing rules apply fully.BID OPENING PLACE: Conference Call (800)753.1965/ Access code 7777162**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Aimee Rish Bid Enclosed 50003294  
1600 Hampton Street Suite 606  
Columbia, SC 29208**MAIL SERVICE:**Attn: Aimee Rish Bid Enclosed 50003294  
1600 Hampton Street Suite 606  
Columbia, SC 29208IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency *MUST* check one) Yes  No APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(OSE Project Manager)

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

***Instructions to Bidders***

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

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

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

## *Instructions to Bidders*

for the following Project:

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

Darla Moore School of Business – Retaining Wall Repairs  
50003294  
Columbia, SC 29208

### **THE OWNER:**

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

University of South Carolina  
1300 Pickens Street  
Columbia, SC 29208

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

### **THE ARCHITECT:**

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

The Building Envelope Enclosure Group  
1226 Yeamans Hall Road, Suite C  
Hanahan, SC 29410

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

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

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## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

### § 2.2 Certification of Independent Price Determination

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



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

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

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

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

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

**§ 2.2.5 Drug Free Workplace Certification**

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

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

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

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

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

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

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

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

### § 2.2.7 Ethics Certificate

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

### § 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

### § 2.2.9 Open Trade Representation

By submitting a Bid, the Bidder represents that Bidder is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. §11-35-5300.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

### § 3.1.3 Reserved

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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



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

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

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

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

#### § 4.2 Bid Security

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

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

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

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

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

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

#### § 4.3 Submission of Bids

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

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

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

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

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

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

#### § 4.4 Modification or Withdrawal of Bid

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

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

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

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

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

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

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

#### § 5.2 Rejection of Bids

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

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

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

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

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

### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Responsibility

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

### § 6.2 Reserved

### § 6.3 Submittals

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

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

### § 6.4 Posting of Intent To Award

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

**Room or Area of Posting:** Purchasing Office

**Building Where Posted:**

**Address of Building:** 1600 Hampton Street, Suite 606, Columbia, SC 20208

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

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

### § 6.5 Protest of Solicitation or Award

§ 6.5.1 If you are aggrieved in connection with the solicitation or award of a contract, you may be entitled to protest, but only as provided in S.C. Code Ann. § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the State Engineer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, SCOSE Version.
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, SCOSE Version.
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit
- .5 Drawings

Number	Title	Date
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- .6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

The Sustainability Plan:

Supplementary and other Conditions of the Contract:  
USC supplementary General Conditions for Construction Projects

.9 Other documents listed below:

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

Project Manual, dated June 15, 2020

Drawings, dated June 15, 2020

**ARTICLE 9 Miscellaneous**

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

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

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

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

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

**§ 9.2 Submitting Confidential Information**

**§ 9.2.1** For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains

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information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in SC Code of Laws §11-35-410.

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

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

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

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

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

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

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

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

### § 9.4 Builder's Risk Insurance

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

### § 9.5 Tax Credit For Subcontracting With Minority Firms

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

§ 9.5.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

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

§ 9.6 Other Special Conditions Of The Work

N/A

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

University of South Carolina  
1300 Pickens Street  
Columbia, SC 29208

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

Darla Moore School of Business - Retaining Wall Repairs  
50003294

**ADDITIONS AND DELETIONS:**

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

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

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

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



# 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:** Darla Moore School of Business – Retaining Wall Repairs  
**PROJECT NUMBER:** 50003294

## **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): Base Bid work includes the complete removal and replacement of all exterior sealant joints, cutting/widening control joints in concrete for expansion (sealant) joint, installation of sealant in control joints, concrete repairs, textured wall coating and miscellaneous flashings/sheet metal transitions and waterproofing repairs below paver/pedestal system at elevated front entrance stairs.

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

(Bidder to insert Base Bid Amount on line above)

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

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

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

**ALTERNATE # 1** (Brief Description): Alternate Number 1 work includes a lead-coated copper metal coping at top of retaining wall.

ADD 0 Calendar Days

**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** prior to including in the Contract.

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	<u>Concrete Repair &gt; 1"</u>	<u>SF*</u>	<u>\$</u>	<u>\$</u>
<u>2.</u>	<u>Crack Repair &gt; 1/16"</u>	<u>LF*</u>	<u>\$</u>	<u>\$</u>
<u>3.</u>	<u>Crack Repair &lt; 1/16"</u>	<u>LF*</u>	<u>\$</u>	<u>\$</u>
<u>4.</u>	<u>Paver Removal</u>	<u>EA*</u>	<u>\$</u>	<u>\$</u>
<u>5.</u>	<u>Waterproofing Repairs</u>	<u>SF*</u>	<u>\$</u>	<u>\$</u>
<u>6.</u>	<u>*In addition to areas shown on elevations/plans</u>		<u>\$</u>	<u>\$</u>

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

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

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

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

## SE-330 LUMP SUM BID FORM

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

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to 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 100 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 \$ 250.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, 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 Document A701, Instructions to Bidders, is expressly incorporated by reference.**

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

University of South Carolina  
1300 Pickens Street  
Columbia, SC 29208

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

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

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

Darla Moore School of Business – Retaining Wall Repairs  
50003294  
Columbia, SC 29208

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

The Building Envelope Enclosure Group  
1226 Yeamans Hall Road  
Hanahan, SC 29410

The Owner and Contractor agree as follows.

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

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

## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

#### § 3.3 Substantial Completion

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

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

Init.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

*(Insert the accepted Alternates.)*

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

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

*(Identify each allowance.)*

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

§ 4.4 Unit prices, if any:

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

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

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

§ 4.6 Other:

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

Init.

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

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

**§ 5.1.3** The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of the Application for Payment.

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

### **§ 5.1.7 Retainage**

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

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

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

Init.



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

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

**§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect’s final Certificate for Payment.

**ARTICLE 6 DISPUTE RESOLUTION**

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

§ 8.2 The Owner’s representative:

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

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

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

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

§ 8.3 The Contractor’s representative:

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

**Name:**

Int.

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

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

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

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

§ 8.5 The Architect's representative:

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

#### § 8.6 Insurance and Bonds

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

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

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

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

#### § 8.8 Other Provisions:

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

*(Check box if applicable to this Contract)*

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

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

Init.

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

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

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

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

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

- .6 Specifications

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

Number	Date	Pages
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Int.

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

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

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

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

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

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

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

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

Init.

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

## Insurance and Bonds

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

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

Darla Moore School of Business – Retaining Wall Repairs  
50003294  
Columbia, SC 29208

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina  
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 CONTRACTOR:

*(Name, legal status and address)*

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

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

## TABLE OF ARTICLES

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

### ARTICLE A.1 GENERAL

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

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

**§ A.2.1 General**

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

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Pursuant to Section A.2.3.3, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" policy sufficient to cover the total value of the existing structure on a replacement cost basis. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the new and existing facility.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.



**§ A.2.3.2 Reserved**

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

**§ A.2.4.1 Other Insurance**

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

**Coverage**

**Limits**

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

**§ A.3.1 General**

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

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

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

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

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

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

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

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

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

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

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

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

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

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

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

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

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

**§ A.3.3 Required Property Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

**§ A.3.4.2.1 Reserved**

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

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

**§ A.3.4.2.4 Boiler and Machinery Insurance**  
The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

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

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

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

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

**§ A.3.5.1** Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety

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shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

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

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

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

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

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

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

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

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

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

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

## General Conditions of the Contract for Construction

### for the following PROJECT:

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

Darla Moore School of Business – Retaining Wall Repairs  
50003294  
Columbia, SC 29208

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina  
1300 Pickens Street  
Columbia, SC 29208

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

### THE ARCHITECT:

*(Name, legal status and address)*

The Building Envelope Enclosure Group  
1226 Yeamans Hall Road, Suite C  
Hanahan, SC 29410

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

The Notice to Proceed is a document issued by the Owner to the Contractor directing the Contractor to begin

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prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence and establish the initial date of the Substantial Completion.

#### **§ 1.1.10 State Engineer**

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

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

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

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

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

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

#### **§ 1.3 Capitalization**

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

#### **§ 1.4 Interpretation**

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

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

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

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

#### **§ 1.6 Notice**

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



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

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

### § 2.2 Reserved

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

- .1 The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (a) conditions bearing upon transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, electric power, and roads; (c) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (d) the conformation and conditions of the ground; and (e) the character of equipment and facilities needed preliminary to and during work performance.
- .2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this Contract.

- .3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

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### § 3.4 Labor and Materials

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

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

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

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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



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

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions**

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

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

**§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

**§ 3.9 Superintendent**

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

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

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

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

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

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

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

### **§ 3.11 Documents and Samples at the Site**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 Use of Site

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

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but

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only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

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

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

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

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

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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



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

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

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

§ 6.1.4 Reserved

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

§ 7.1.5 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, seventeen (17%) percent of the Contractor's actual costs.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit).
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, seventeen (17%) percent of the Subcontractor's actual costs.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

The percentages cited above shall be considered to include all indirect costs including, but not limited to field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

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

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

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

## § 7.2 Change Orders

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

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

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

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

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

#### § 7.5 Pricing Data and Audit

##### § 7.5.1 Cost or Pricing Data

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

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

##### § 7.5.3 Records Retention

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

### § 8.3 Delays and Extensions of Time

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

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

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

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

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

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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

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

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

### **§ 9.5 Decisions to Withhold Certification**

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

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

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

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

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

### **§ 9.6 Progress Payments**

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

**§ 9.6.2** Pursuant to S.C. Ann. §§ 29-6-10 through 29-6-60, the Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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



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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment to the Owner, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the time established in the Contract Documents, the amount certified by the Architect or awarded by final dispute resolution order, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

- .1 If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- .2 If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .3 Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

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

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

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

§ 9.8.7 The Owner may not occupy the Work until all required occupancy permits, if any, have been issued and delivered to the Owner.

#### § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion within thirty days after Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, the Owner, and any other party the Architect or the Owner choose will make an inspection on a date and at a time mutually agreeable. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

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greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

- .3 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion inspection.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
- .3 a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment,
- .5 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,
- .6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner,
- .7 required Training Manuals,
- .8 equipment Operations and Maintenance Manuals,
- .9 any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, and
10. one copy of the Documents required by Section 3.11.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and



- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

#### § 10.3.6 Reserved

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall immediately give the Owner and Architect notice of the emergency. This initial notice may be oral followed within five (5) days by a written notice setting forth the nature and scope of the emergency. Within fourteen (14) days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by

the Contract Documents, the Contractor shall provide notice to the Owner and all additional insureds of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

## § 11.2.2 Reserved

§ 11.2.3 **Notice of Cancellation or Expiration of Contractor's Required Property Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor; (2) the Contract Time and Contract Sum shall not be adjusted; and (3) the Contractor, Subcontractors, and Sub-subcontractors waive all rights against the Owner to the extent any loss to the Contractor, Subcontractors, and Sub-subcontractors would have been covered by the insurance had it not expired or been cancelled. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

## § 11.3 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement, except such rights as they have to proceeds of such insurance held by the Contractor. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

## § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor

shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

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

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

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

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

- .1 If the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

#### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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



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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

§ 13.1.2 This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

### § 13.2 Successors and Assigns

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

### § 13.3 Rights and Remedies

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

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

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

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5 Warranty
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification
- 7.5 Pricing Data and Audit
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)

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- A.3.5 Performance and Payment Bond (A101, Exhibit A)
- 15.1.7 Claims for Listed Damages
- 15.1.8 Waiver of Claims Against the Architect
- 15.6 Dispute Resolution
- 15.6.5 Service of Process

**§ 13.4 Tests and Inspections**

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

- .1 Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.
- .2 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense and shall be deducted from future Applications of Payment.

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

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

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

**§ 13.5 Interest**

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

**§ 13.6 Procurement of Materials by Owner**

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

workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items.

**§ 13.7 Interpretation of Building Codes**

As required by S.C. Code Ann. § 10-1-180, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

**§ 13.8 Minority Business Enterprises**

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

**§ 13.9 Illegal Immigration**

Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractor's language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

**§ 13.10 Drug-Free Workplace**

The Contractor must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as defined by S.C. Code Ann. § 44-107-20(1).

**§ 13.11 False Claims**

According to S.C. Code Ann. § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**§ 13.12 Prohibited Acts**

It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

**§ 13.13 Open Trade (Jun 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. § 11-35-5300.

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

**§ 14.1 Termination by the Contractor**

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or



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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit, and costs incurred by reason of such termination.

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

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of

the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in Section 14.4.

### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

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

### § 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and any other adjustments otherwise set forth in the Agreement.

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

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Reserved

Init.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the Claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.6.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its Claim.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Architect is required.

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

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

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

**§ 15.1.6.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each

cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

#### § 15.1.7 Claims for Listed Damages

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

§ 15.1.7.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.5 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

§ 15.1.7.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

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

#### § 15.1.8 Waiver of Claims Against the Architect

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

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

#### § 15.5 Claim and Disputes - Duty of Cooperation, Notice, and Architects Initial Decision

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

§ 15.5.2 Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment,



unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address Claims between the Contractor and persons or entities other than the Owner.

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

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

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

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

#### **§ 15.6 Dispute Resolution**

**§ 15.6.1** If a Claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one (21) days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

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

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

**§ 15.6.4** Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and

15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

**§ 15.6.5 Service of Process**

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

**ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION**

Substantial Completion is the stage in the progress of the project when all of the following conditions are met: all systems are in place in accordance with the Contract Documents and are properly protected, Owner has complete use of the site and the facility without disruption or hindrance and no leaks or damages to the systems exist.



# COVID-19 RETURN TO WORK

## University of South Carolina Construction site guidelines

1. All construction companies mobilizing for a University of South Carolina construction project must submit their regular Health & Safety Plan, as well as a site specific COVID-19 Health & Safety Plan.
2. All Architectural or Engineering companies that will be visiting construction sites on campus must also submit a COVID-19 Health & Safety Plan.
3. Contractors will be expected to have the following items (at a minimum) in their safety plans;
  - a. Before mobilizing to the project site the General Contractor will work with their U of SC Project Manager to identify one point of entry and one point of exit to the jobsite if at all possible.
  - b. The General Contractor and all Subcontractors will each have one individual from their company assigned as their COVID-19 contact point for related issues.
  - c. The General Contractor will maintain a list of all individuals who access the site each day, this list will be kept for a minimum of four weeks.
  - d. The General Contractor will NOT pass around a communal sign-in sheet to create the daily attendance list when the majority of workers are arriving each day, but will have one individual responsible for creating the list as individuals arrive.
  - e. The General Contractor will ensure that workers who arrive on site each day are healthy and have no symptoms similar to those associated with COVID-19. If a worker is symptomatic, they will immediately leave campus and follow their employer's protocol. Employees should not report to work on the U of SC campus if they have any of the symptoms that are common to those who test positive for Covid-19.
  - f. Depending on the building where the construction work is taking place, the General Contractor will arrange for the start and completion of the work day to work around the times assigned for

passage between scheduled classes so that workers are not entering or exiting the jobsite as students are rotating classes.

- g. The General Contractor will encourage workers to stay on site for their whole shift, rather than leaving the site for lunch. The General Contractor will provide enough space for workers to take their lunch break without having to break the University mandated physical distancing guidelines or the maximum of 10 individuals together. If this requires allowing the workers to take their breaks and lunch in shifts, the General Contractor will accommodate this.
- h. The General Contractor and all Subcontractors will make every attempt to keep the same employees assigned to the same construction projects for the duration of their required scope of work. Assignments of rotating or random trades, work force personnel is highly discouraged.
- i. If feasible, depending on the jobsite and trade, the General Contractor and Subcontractors will divide their work crews into two separate groups that will work in separate areas and workers will not shift between groups once assigned. This should be done as, if a worker in one group is exposed and must self-quarantine, then the whole group must self-quarantine, however this will leave the separate work group able to continue working on the jobsite without shutting the whole jobsite down. The General Contractor may discuss the potential for achieving this by running two separate time shifts on the project with the U of SC Project Manager.
- j. The General Contractor will limit access to the jobsite trailer or office as required to maintain physical distancing guidelines whenever possible and face coverings will be worn if the 6' distance cannot be maintained.
- k. Architects and Engineers that need to access the construction site for inspections or other related tasks are requested to schedule their site visits for late in the day after construction work has ceased for the day, if at all possible.
- l. The GC will have signage posted on site reminding workers to maintain the minimum 6' physical distancing whenever possible and

that a face covering must be worn when that distance cannot be maintained.

- m. Workers will wear gloves at all times except when the task at hand cannot be performed safely with gloves on.
- n. Regular PPE guidelines will be maintained.
- o. Face coverings should be worn by workers whenever they are on campus and traveling to or from the job site.
- p. Workers will wash their hands each day when they enter and leave the jobsite. This is the minimum requirement and more frequent hand washing is recommended.
- q. The General Contractor/Subcontractor will provide individual bottles of water for workers on site and NOT a cooler for communal use.
- r. The General Contractor and all subcontractors should avoid having workers share tools wherever possible. If it is not possible to avoid, then tools should be cleaned before and after each individual use.
- s. The General Contractor and all subcontractors should avoid having employees share company vehicles wherever possible. If it is not possible to avoid, then the vehicle should be cleaned before and after each individual use.
- t. The General Contractor and all subcontractors will maintain a clean jobsite and trash will be removed on a daily basis by an individual who is wearing gloves and a face covering.
- u. The GC will ensure that the portable restroom facilities are sanitized daily.
- v. If a worker who has been on a U of SC construction site within the past 14 days is found to test positive for COVID-19, the General Contractor will ***immediately*** notify the U of SC Project Manager and advise which days the worker was on site and if the exposure appears to be work related or non-work related.
- w. If the GC or any of their subcontractors are advised by one of their employees that they have been potentially exposed to Covid-19 within the previous 14 days and they have been advised to self-quarantine, and that employee has been on a project site at the U of SC campus within that same 14 day period the employer must notify

the U of SC Project Manager and advise what days their employee was on site.

- x. If any individual who has been on the project jobsite is found to have tested positive for Covid-19, the construction site will be shut down immediately for thorough cleaning by the General Contractor.

## 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.

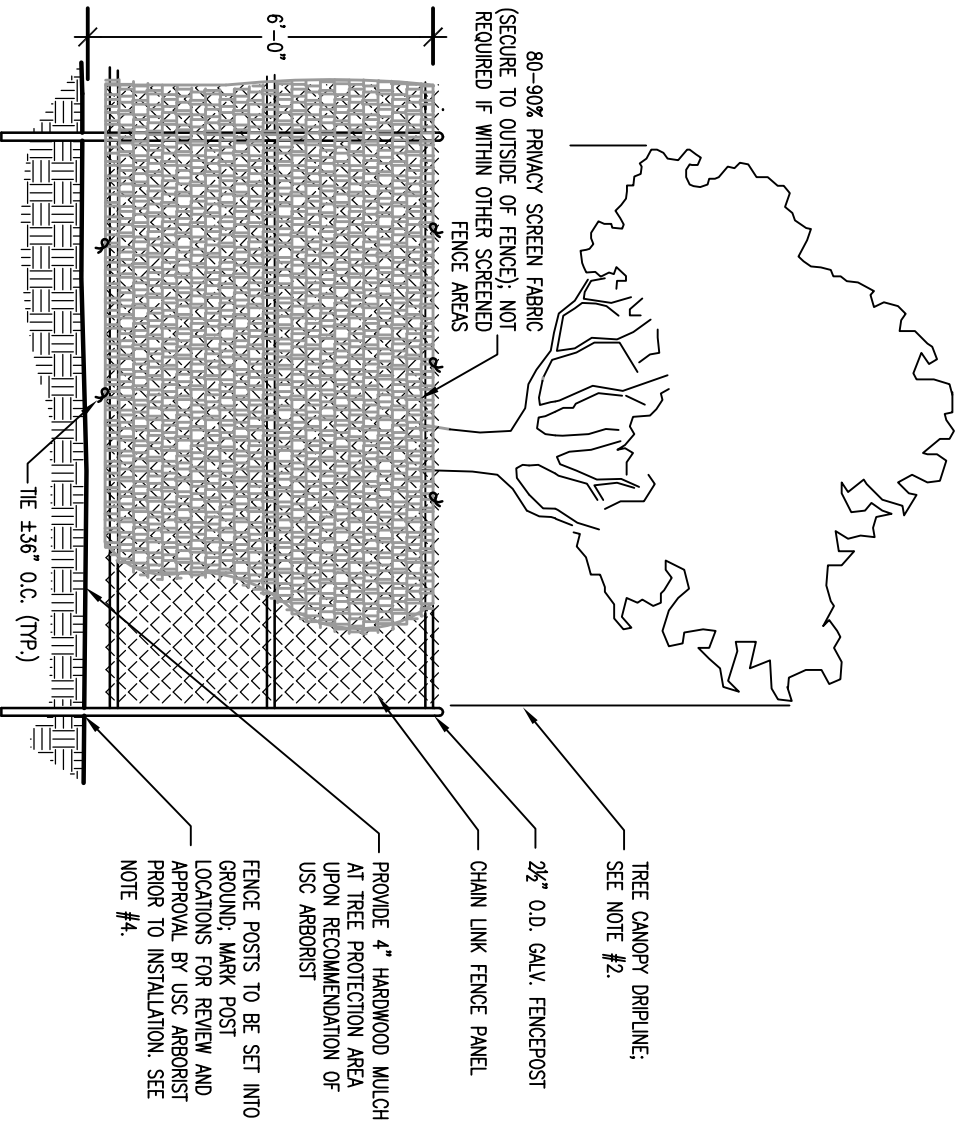
#### PROJECT EVALUATION & CLOSE-OUT

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.



TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

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.

Project Name: Darla Moore School of Business – Retaining Wall Repairs

Project Number: 50003294

University of South Carolina

**CONTRACTOR'S ONE YEAR GUARANTEE**

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

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

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

Defects or failures resulting from abuse by Owner.

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

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

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_ State

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

# SE-355 PERFORMANCE BOND

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

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

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

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

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

Name: University of South Carolina  
Address: 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: Darla Moore School of Business – Retaining Wall Repairs

State Project Number: 50003294

Brief Description of Awarded Work: See SE-330, Bid Form and Section 01 20 00, Abbreviated Scope of Work.

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

Name: ADC Engineering, Inc./The BEE Group

Address: 1226 Yeamans Hall Road, Suite C

Hanahan, SC 29410

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

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

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

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

**CONTRACTOR**

**SURETY**

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

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

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

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

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

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

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

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

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

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
  - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall 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 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: Darla Moore School of Business – Retaining Wall Repairs  
State Project Number: 50003294  
Brief Description of Awarded Work: See SE-330, Bid Form and Section 01 20 00, Abbreviated Scope of Work.

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

Name: ADC Engineering, Inc./The BEE Group  
Address: 1226 Yeamans Hall Road, Suite C  
Hanahan, SC 29410

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**

**SURETY**

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

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

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

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

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

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

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

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

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

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
  - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
  - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
  - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 5.2 Pay or arrange for payment of any undisputed amounts.
  - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

**13. DEFINITIONS**

- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
- 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
- 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**SE-380**

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

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

**AGENCY:** University of South Carolina

**PROJECT NAME:** Darla Moore School of Business – Retaining Wall Repairs

**PROJECT NUMBER:** 50003294

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

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

**ADJUSTMENTS IN THE CONTRACT SUM:**

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

1. Original Substantial Completion Date:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order		0 Days
5. New Substantial Completion Date:		

**CONTRACTOR ACCEPTANCE:**

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

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

**A/E RECOMMENDATION FOR ACCEPTANCE:**

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

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

**AGENCY ACCEPTANCE AND CERTIFICATION:**

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

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

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

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

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

**SUBMIT THE FOLLOWING TO OSE**

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

# **SPECIFICATIONS**

## SECTION 01 20 05

### ABBREVIATED SCOPE OF WORK

#### FOR SELECTIVE SEALANT REPLACEMENT AND INTERIM WALL REPAIRS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. The building will remain completely functional during the construction work and shall be fully protected at all times.
- B. Protect exterior walls and surrounding grounds from construction, traffic and work at all times.
- C. Base Bid work includes the complete removal and replacement of all exterior sealant joints, cutting/widening control joints in concrete for expansion (sealant) joint, installation of sealant in control joints, concrete repairs, textured wall coating and miscellaneous flashings/sheet metal transitions and waterproofing repairs below paver/pedestal system at elevated front entrance stairs.
  - 1. See work notes on Sheet W201 and drawings.
- D. Alternate Number 1 work includes a lead-coated copper metal coping at top of retaining wall.
- E. Unit Prices and an Allowance are included in accordance with this specification section and are to be included in the Base Bid.

##### 1.02 REFERENCES

- A. All repair work shall be in strict conformance with the Contract Requirements, any clarifications shall be in accordance with the latest edition of the below-listed standards.
  - 1. Concrete
    - a. *ACI RPMN08, Concrete Repair Manual*, American Concrete Institute, 2008 (Rev. 2013).
  - 2. Sealants
    - a. *Sealants: The Professional's Guide*, Sealant, Waterproofing & Restoration Institute, 2013.
  - 3. Sheet Metal
    - a. *Architectural Sheet Metal Inspection Guide*, Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA), 2004.

**Abbreviated Scope of Work for Selective Sealant Replacement and Interim Wall Repairs**

**01 20 05 - 1**

**19058**

- b. Architectural Sheet Metal Manual 7th Edition, Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA), 2012.
- c. Architectural Sheet Metal Quality Assurance Guide, Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA), 2015.

### 1.03 REQUIREMENTS INCLUDE

- A. Contract Requirements
- B. Quantities
- C. Allowance
- D. Intent
- E. Contractor Use of Premises
- F. Contractor Responsibilities
- G. Coordination
- H. Submittals
- I. Construction Facilities and Temporary Controls
- J. General Requirements
- K. Contract Close Out

### 1.04 CONTRACT REQUIREMENTS

- A. The time for Substantial Completion for the **Base Bid is 100 Calendar Days (an additional 0 Calendar Days if Alternate Number 1 is selected)** and Final completion is required within **30 Calendar Days** of Substantial Completion.
- B. The contract shall be a lump sum contract for the Base Bid and Alternate Number 1.
- C. Specific quantities are included in the contract documents for various items. These quantities are included in the Bid.
- D. Contractor shall provide the required Three-Year Contractor Warranty and any required Manufacturer Warranties listed.

### 1.05 QUANTITIES

- A. Specific quantities are listed below for this project and are to be included in the Base Bid.

**Abbreviated Scope of Work for Selective Sealant Replacement and Interim Wall Repairs**



No.	Item	Base Bid QTY.	Unit of Measure
1.	Concrete Repair > 1”	40	SF*
2.	Crack Repair > 1/16”	200	LF*
3.	Crack Repair < 1/16”	200	LF*
4.	Paver Removal	4	EA*
5.	Waterproofing Repairs	20	SF*

\*In addition to areas shown on elevations/plans.

1. The contractor shall maintain a daily log of all quantities used based on contract requirements.
2. Contractor shall notify Owner in writing when 80% of contract quantity is used for each item.
3. Owner is not responsible for quantities which exceed 80% unless Owner is notified in writing, prior to exceeding these quantities, and contractor receives written approval to proceed.
4. Provide photographs or videotape documentation of actual quantities used.
5. Locate quantities, and show their locations on plan view drawings.
6. Provide actual used quantities on each Application for Payment request.

#### 1.06 ALLOWANCE

- A. Contractor shall include an allowance of \$2,000 in addition to the current scope of work and unit price quantities.
- B. The allowance will be used to complete services not currently in the scope, only if proposal is determined to be fair and reasonable by Consultant/Engineer and Owner.
- C. If this allowance is not incorporated into the work, a credit will be provided to the Owner for the full amount.

#### 1.07 INTENT

- A. This abbreviated scope of work reflects the general intent of the work as summarized in 1.01 of this section, the technical specifications and as shown on the drawings.
- B. All work shall be in accordance with the 2018 IBC/IEBC, OSHA, good construction practices listed, industry references and a good standard of care in performing the work.

**Abbreviated Scope of Work for Selective Sealant Replacement and Interim Wall Repairs**

- C. Prior to submitting bids, potential bidders are required to visit the work site to inspect the work in place, review conditions, and satisfy themselves as to the conditions, nature, character, and extent of work to be accomplished to comply with this Scope of Work.
- D. All dimensions, existing condition indications, item locations, and quantities are provided for general information and shall be field verified by the contractor prior to bidding work and commencing construction.
- E. Scheduling of work access and any required shutdowns shall be approved by the Owner.

#### 1.08 CONTRACTOR USE OF PREMISES

- A. The Owner's requirements shall take precedents over these documents, including any supplementary conditions.
- B. Contractor shall limit use of premises for Work, for storage, and for access, to allow for public access to adjacent buildings and areas.
- C. Contractor may use electricity and water available on premises, but must provide all other needs.
- D. Contractor Layout Space: As indicated by Owner: only areas adjacent to the building may be used. Do not allow traffic or equipment storage outside of the areas indicated. Use of adjoining roofs for access or laydown is not permitted.
- E. Coordinate use of premises under direction and approval of the Owner.
- F. Assume full responsibility for protection and safekeeping of his products under this Contract.
- G. Interior access to facilities shall only occur as directly related to work.

#### 1.09 CONTRACTOR RESPONSIBILITIES

- A. Adhere to all local, state and federal regulations specific to hazardous materials (lead, asbestos, pcb, etc.).
- B. Adhere to all OSHA Safety Requirements.
- C. Arrange for delivery; receive and unload products at site.
- D. Inspect deliveries jointly with Manufacturer, or his representative when possible. Record shortages and damaged or defective items.
- E. Handle products at site, including uncrating and storage.
- F. Protect products from damage, and from exposure to elements.
- G. Install products as required to complete contract.

- H. Repair or replace items damaged.
- I. Maintain clean site, with all materials stored in approved laydown area.

#### 1.10 COORDINATION

- A. Seven day (7) notice to Owner and Consultant/Engineer and written approval is required for all items affecting function/use of building.
- B. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Coordinate Owner furnished equipment, materials and labor. Provide written notice to Owner, seven (7) days prior to work needed in schedule.
- D. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- E. Coordinate access to site for correction of defective Work, and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.
- F. Coordinate any manufacturer's site visit/inspection with Owner personnel at least three (3) days prior to the visit. Provide a complete copy of the field report from the manufacturer.
- G. Any shutdowns, interruptions in services, or disconnection of services; requires seven (7) day notification for Owner review and approval.

#### 1.11 SUBMITTALS

- A. Provide the required submittals as listed in Section 01 20 25, Required Submittals List.
- B. Deliver submittals to Consultant/Engineer prior to or at the pre-construction conference, at location designated herein, identifying project name and number.
- C. Furnish all written items in triplicate, as a minimum. Approvals will be distributed to Owner, Consultant/Engineer, and Contractor.
- D. Any variation or deviation from these contract documents or the listed reference standards must be identified and specific approval requested in writing.
- E. Provide necessary shop drawings to clarify deviations to contract drawings, and to provide manufacturers criteria.
- F. Contractor may make notes and clarifications on contract drawings. Any deviations or variations must be clearly identified and approval requested in writing.
- G. Provide samples as required, identifying each, with full information.

- H. Field mock-ups and Owner selection/approval will be provided/completed prior to or at the pre-construction conference.
- I. Provide schedule of values, project schedule, existing conditions and safety plan prior to the pre-construction conference.
- J. Provide complete SDS sheets for all products and maintain at site.

#### 1.12 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Coordinate use of electricity and water services with Owner's representative.
- B. Provide barriers or protection systems as required and necessary to prevent public entry. Coordinate all barrier placement with Owner's representative.

#### 1.13 GENERAL REQUIREMENTS

- A. All repairs are to be performed in accordance with the contract documents. In the absence of specified requirements, the following reference standards listed under 1.02 of this section shall apply.
- B. Drawings are provided for Contractor's benefit. Complete field measurements and verifications of conditions are the responsibility of the Contractor.
- C. Material staging area and access location to be coordinated with the Owner.
- D. Protection of building interior, occupants, visitors and workmen during construction is of vital importance. Contractor shall take all precautions to ensure a safe work area.
- E. The building occupants and function shall be uninterrupted.
- F. Contractor is to notify owner immediately of any hazardous materials, unsafe conditions or any varying site conditions.
- G. Clean-up of building exterior and surrounding grounds from damage caused during construction is Contractor responsibility.
- H. Remove all debris from site in strict accordance with all Federal, State and local agency requirements.
- I. Contractor is required to obtain all permits, licenses and approvals as well as adhering to all Federal, State and local agency regulations applicable to this project.
  - 1. Any indications of hazardous materials shall be brought to the attention of the Owner's representative immediately.

#### 1.14 CONTRACT CLOSE-OUT

- A. Request for Substantial Completion  
**Abbreviated Scope of Work for Selective Sealant Replacement and Interim Wall Repairs**

1. Contractor to request substantial completion in writing and provide their punchlist.
  2. Upon completion of the Substantial Completion punchlist, the Contractor shall return a copy of the punchlist with all items individually initialed indicating the item is complete.
  3. Cost for re-inspections required due to the punchlist not being complete will be the Contractor's responsibility.
- B. Provide the required contract close-out documents listed in Section 01 20 60, Contract Close-Out Checklist.
- C. Warranties
1. Provide the Three-Year Contractor Warranty on the form included in this project manual dated on or after the awarded Substantial Completion date.
  2. Provide required Manufacturer Warranty dated on or after the awarded Substantial Completion date
- D. When Contractor considers work has reached final completion, submit written certification in accordance with Contract Documents to Owner and Consultant/Engineer in preparation for final inspection.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

Not Used.

END OF SECTION 01 20 05

## SECTION 01 20 06

### SAFETY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. See USC Supplemental General Conditions for Construction Projects, dated 4/2005.
- B. Noise, vibration, impact, fumes, heat and moisture related to the scope of this work must be coordinated and scheduled as to not affect the operation and function of these facilities.
- C. This facility will remain functional during construction. All necessary safety measures shall be provided to protect occupants, pedestrians and individuals in the surrounding areas potentially affected by this work.
  - 1. This includes access to entrances, thoroughfare locations and adjacent facilities.
  - 2. This includes implementing specific measures for protection of workers and other individuals from COVID-19.
- D. This section includes all necessary procedures to accomplish the work within these Construction Documents to the extent applicable to accomplish the scope of this project.
- E. Ensure means and methods ensure the facilities components are stabilized, shored and protected during demolition and construction.
- F. Establish and maintain security program to ensure site is cleaned up of all materials and equipment at the end of each work day to ensure occupants, pedestrians and individuals have safe secure environment specific to the construction project.
- G. Any applicable requirements for this section may be submitted with the “Demolition Plan” of Section 02 05 00, Demolition and Removal.
- H. Contractor shall adhere to local, state and federal requirements including SCDHEC and OSHA.
  - 1. As a minimum, individuals violating safety requirements will be removed for one day for the first offense and removed permanently for the second offense.
- I. Basis for several requirements in this section is COE EM-385-1-1.



- J. Safety Plans should include an SDS list of all products being used as part of a system, but also including substances being used to complete the work (i.e. fuels, solvents, cleaners, etc.). This data should be included within the submittal, and a copy kept on the site.
  - 1. SDS sheets are required for all products/materials used for this project. Any products with strong or distinct odors must be identified prior to use and submitted to Consultant/Engineer for review and approval.

#### 1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. The attention of the Contractor and the Subcontractor of this Section is directed to the Instructions to Bidders concerning substitution of materials and equipment.
- C. Technical Specifications

#### 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.
- B. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):
  - 1. ANSI A10.14 (Latest Edition) Construction and Demolition Operations - Requirements for Safety Belts, Harnesses, Lanyards and Lifelines for Construction and Demolition Use
  - 2. ANSI Z359.1 (Latest Edition) Safety Requirements for Personal Fall Arrest Systems
- C. ASME INTERNATIONAL (ASME):
  - 1. ASME B30.5 (Latest Edition) Mobile Cranes
  - 2. ASME B30.22 (Latest Edition) Articulating Boom Cranes
- D. INTERNATIONAL CODE COUNCIL (ICC):
  - 1. IBC (2018) International Building Code
  - 2. IEBC (2018) International Existing Building Code
  - 3. IFC (2018) International Fire Code

- E. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA):
  - 1. NFPA 10 (Currently Adopted Edition) Portable Fire Extinguishers
  - 2. NFPA 70 (Currently Adopted Edition) National Electrical Code
  - 3. NFPA 241 (Currently Adopted Edition) Safeguarding Construction, Alteration, and Demolition Operations
  - 4. NFPA (2015) Fire Code
- F. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION:
  - 1. 29 CFR 1926 – Safety and Health Regulations for Construction
- G. SOUTH CAROLINA DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL (SCDHEC):
  - 1. SCDHEC Regulation 61-107.11, Construction, Demolition and Land-Clearing Debris Landfills
- H. U.S. ARMY CORPS OF ENGINEERS (USACE):
  - 1. COE EM-385-1-1 (Latest Edition) Safety and Health Requirements Manual

#### 1.04 DEFINITIONS

- A. Competent Person. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- B. Confined Space. A space which, by design, has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy. Confined spaces include, but are not limited to storage tanks, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.
- C. First Aid. First aid is any one-time treatment, and any follow-up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care, even though provided by a physician or registered professional personnel.
- D. Health and Safety Plan (HASP). The HASP is the equivalent term of SHP or SSHP used in COE EM-385-1-1.
- E. Lost Workdays. The number of days (consecutive or not) after, but not including, the day of injury or illness during which the employee would have worked but could not do so; that is, could not perform all or part of his normal assignment

during all or any part of the workday or shift; because of the occupational injury or illness.

- F. **Medical Treatment.** Medical treatment includes treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.
- G. **Multi-employer work site (MEWS).** A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Owner considers the general contractor to be the "controlling authority" for all work site safety and health of the subcontractors.
- H. **Operating Envelope.** There is an "operating envelope" around any crane, and inside the envelope are the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- I. **Qualified Person.** One who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems related to the subject matter, the work or the project.
- J. **Recordable Occupational Injuries or Illnesses.** Any occupational injuries or illnesses which result in:
  - 1. Fatalities, regardless of the time between the injury and death, or the length of the illness; or
  - 2. Lost Workday Cases, other than fatalities, that result in lost workdays, or
  - 3. Non-Fatal Cases without lost workdays, which result in transfer to another job or termination of employment, or require medical treatment (other than first aid) or involve: loss of consciousness or restriction of work or motion. This category also includes any diagnosed occupational illnesses, which are reported to the employer but are not classified as fatalities or lost workday cases.
- K. **Safety Specialist.** The superintendent or other qualified or competent person who is responsible for the on-site safety required for the project.
- L. **Serious Accidents.** Any work-related incident, which results in, a fatality, in-patient hospitalization of three or more employees, or property damage in excess of \$200,000.
- M. **Significant Accident.** Any contractor accident which involves falls of (4 feet) or more, electrical accidents, confined space accidents, diving accidents, equipment accidents, crane accident or fire accidents, which, result in property damage of \$10,000 or more, but less than \$200,000; or when fire department or emergency medical treatment (EMT) assistance is required.

- N. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).

#### 1.05 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
- B. Plans
1. Accident Prevention Plan (APP)
  2. Health and Safety Plan (HASP)
    - a. Safety Plans should include an SDS list of all products being used as part of a system, but also including substances being used to complete the work (i.e. fuels, solvents, cleaners, etc.). This data should be included within the submittal, and a copy kept on the site.
  3. COVID-19 Plan (in accordance with CDC/OSHA guidelines)
    - a. Safety plans shall include a separate COVID-19 Plan outlining specifics measures and procedures on how contractor intends to operate while protecting workers and site/facility.
    - b. Contractor shall submit letter indicating they acknowledge and are familiar with OSHA's COVID-19 information.
- C. Reports
1. Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."
  2. Crane Reports, if used.
  3. Crane Critical Lift Plan, if used.

## 1.06 QUALITY ASSURANCE

### A. Safety Specialist

#### 1. Qualifications

##### a. Qualifications of Safety Specialist:

- 1) Ability to manage the on-site contractor safety program through appropriate management controls.
- 2) Ability to identify hazards and have the capability to expend resources necessary to abate the hazards.
- 3) Must have worked on similar types of projects that are equal to or exceed the scope of the project assigned with the same responsibilities.
- 4) Shall, as a minimum, have attended an OSHA training qualification class including at least 10 hours of classroom instruction.

b. Qualifications of Qualified Person, Confined Space Entry. The qualified person shall be capable (by education and specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. This person shall be capable of specifying necessary control and protective action to ensure worker safety.

c. Qualification of Crane Operators. Crane operators shall meet the requirements in COE EM-385-1-1, Section 16.B.

### B. Meetings

#### 1. Preconstruction Conference

a. The Safety Specialist shall attend the preconstruction conference.

### C. Meeting on Work Procedures

1. Meet with Owner to discuss work procedures and safety precautions required by the APP. Ensure the participation of the contractor's superintendent, the quality control, and the Safety Specialist.
2. Meet with Owner to discuss work procedures and safety precautions required by the HASP. Ensure the participation of the contractor's superintendent, the quality control, and the Safety Specialist.

D. Weekly Safety Meetings

1. Hold weekly meeting at the project site. Attach minutes showing contract title, signatures of attendees and a list of topics discussed to the QC Contractor Quality Control daily report.

E. Work Phase Meetings

1. The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection.

F. New Employee Indoctrination

1. New employees will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

G. Plans

1. Accident Prevention Plan (APP)
  - a. Submit the APP at least 15 calendar days prior to start of work at the job site, following Appendix A of COE EM-385-1-1. Make the APP site specific.

H. Health and Safety Plan (HASP)

1. Submit the HASP for projects involving the handling of hazardous materials with technical submittals in accordance with Section 01 33 00, Submittals.

I. Reports

1. Crane Reports, if used.
  - a. Submit crane inspection reports required in accordance with COE EM-385-1-1 and as specified herein with Daily Reports of Inspections.
2. Crane Critical Lift Plan, if used.
  - a. Submit crane critical lift plan in accordance with COE EM-385-1-1 Section 16.H, using Form 16.3 when crane loads meet or exceed 75 percent of the crane load capacity in any configuration.

J. Certificate of Compliance

1. The Contractor shall provide a Certificate of Compliance for each crane under this contract. Certificate shall state that the crane and rigging gear



meet applicable OSHA regulations (with the contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. These certifications shall be posted on the crane.

1.07 ACCIDENT PREVENTION PLAN (APP)

- A. Prepare the APP in accordance with the required and advisory provisions of COE EM-385-1-1 including Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan," and as modified herein. Include the associated AHA and other specific plans, programs and procedures listed on Pages A-3 and A-4 of COE EM-385-1-1, some of which are listed below.
- B. Contents of the Accident Prevention Plan
  - 1. Name and safety related qualifications of safety specialist (including training and any certifications).
  - 2. Qualifications of competent and of qualified persons.
  - 3. Identity of the individual who will complete exposure data (hours worked); accident investigations, reports and logs; and immediate notification of accidents to include subcontractors.
  - 4. Emergency response plan. Conform to COE EM-385-1-1, Section 01.E and include a map denoting the route to the nearest emergency care facility with emergency phone numbers. Contractor may be required to demonstrate emergency response.
  - 5. Confined Space Entry Plan. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)
  - 6. Hazardous Material Use. Provisions to deal with hazardous materials, pursuant to the Contract shall include the following as applicable:
    - a. Inventory of hazardous materials to be introduced to the site with estimated quantities.
    - b. Plan for protecting personnel and property during the transport, storage and use of the materials.
    - c. Emergency procedures for spill response and disposal, including a site map with approximate quantities on site at any given time. The site

- map will be attached to the inventory, showing where the hazardous substances are stored.
- d. Safety Data Sheets for inventoried materials not required in other section of this specification.
  - e. Labeling system to identify contents on all containers on-site.
  - f. Plan for communicating high health hazards to employees and adjacent occupants.
  - g. Hazardous Energy Control Plan. For hazardous energy sources, comply with COE EM-385-1-1, Section 12.
7. Critical Lift Plan. Weight handling critical lift plans shall be prepared and signed in accordance with COE EM-385-1-1, Section 16.H.02, using Form 16.3.
  8. Alcohol and Drug Abuse Plan
  9. Describe plan for random checks and testing with pre-employment screening in accordance with state requirements.
  10. Description of the on-site prevention program
    - a. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A qualified person shall prepare the plan. The plan shall include fall protection and prevention systems, equipment and methods employed, responsibilities, rescue and escape equipment and operations, training requirements, and monitoring methods. FP&P Plan shall be revised once every six months for lengthy projects, to reflect any new changes during the course of construction, due to changes of personnel, equipment, systems or work habits.
    - b. Silica Exposure Reduction. The plan shall include specific procedures to prevent employee silica inhalation exposures.
    - c. Section 02 04 00, Cutting and Patching.
    - d. Section 02 05 00, Demolition and Removal.
    - e. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment);

list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

- f. Severe Weather Plan. Procedures of ceasing on-site operations during lightning or upon reaching maximum allowed wind velocities (tornados, hurricanes, or other names storms).
- g. Barricades, signage and protective walkways.

#### 1.08 ACTIVITY HAZARD ANALYSIS (AHA)

- A. Prepare for each phase of the work. As a minimum, define activity being performed, sequence of work, specific hazards anticipated, control measures to eliminate or reduce each hazard to acceptable levels, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include excavation safeguarding requirements. The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection.

#### 1.09 HEALTH AND SAFETY PLAN (HASP)

- A. Prepare as required by 29 CFR 1910.120 and COE EM-385-1-1.
- B. Qualified Personnel
  - 1. Use a person with sufficient training and experience to prepare the HASP, conduct activity hazard analyses, and prepare detailed plan for demolition, removal, and disposal of materials.
- C. Contents
  - 1. In addition to the requirements of COE EM-385-1-1, Table 28-1, the HASP must include:
  - 2. Location, size, and details of control areas.
  - 3. Location and details of decontamination systems.
  - 4. Interface of trades involved in the construction.
  - 5. Sequencing of work.
  - 6. Disposal plan.

7. Sampling protocols.
8. Testing labs.
9. Protective equipment.
10. Pollution control.
11. Evidence of compliance with 29 CFR 1910.120 and 29 CFR 1926.65.
12. Training and certifications of CIH, CSP or other competent persons.

#### 1.10 DRUG PREVENTION PROGRAM

- A. Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employees either use illegal drugs or consume alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine or saliva specimens and test injured employee's influence. A copy of the test shall be made available to the Owner upon request.

#### 1.11 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

- A. Scaffolds
  1. Delineate the fall protection requirements necessary during the erection and dismantling operation of scaffolds used on the project in the Fall Protection and Prevention (FP&P) plan and activity hazard analysis for the phase of work.
- B. Training
  1. Institute a fall protection-training program. As part of the Fall Hazard Protection and Prevention Program, Contractor shall provide training for each employee who might be exposed to fall hazards.

#### 1.12 DUTIES OF THE SAFETY SPECIALIST

- A. Ensure construction hazards are identified and corrected.
- B. Maintain applicable safety reference material on the job site.
- C. Maintain a log of safety inspections performed.
- D. Attend the pre-construction conference as required.
- E. Identify hazardous conditions and take corrective action. Failure to do so will result in a dismissal from the site, with a work stoppage pending approval of suitable replacement personnel.

### 1.13 DISPLAY OF SAFETY INFORMATION

- A. Display the following information in clear view of the on-site construction personnel:
  - 1. Map denoting the route to the nearest emergency care facility with emergency phone numbers.
  - 2. AHA
  - 3. Confined space entry permit.
  - 4. A sign indicating the number of hours worked since last lost workday accident.

### 1.14 SITE SAFETY REFERENCE MATERIALS

- A. Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturers' manuals.

### 1.15 EMERGENCY MEDICAL TREATMENT

- A. Contractors will arrange for their own emergency medical treatment. Owner has no responsibility to provide emergency medical treatment.

### 1.16 REPORTS

- A. Accident Reports
  - 1. For recordable occupational injuries and illnesses, the general contractor shall conduct an accident investigation to establish the root cause(s) of the accident and notify the owner.
  - 2. For a weight handling equipment accident the General contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete an Accident Report and provide to the Owner within 30 calendar days of the accident.
- B. Notification
  - 1. Notify the Owner as soon as practical, but not later than four hours, of any accident meeting the definition of Recordable Occupational Injuries or Illnesses or Significant Accidents. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; and brief description of accident (to include type of construction equipment used, PPE used, etc.).

C. OSHA Citations and Violations

1. Provide the Owner with a copy of each OSHA citation, OSHA report and contractor response. Correct violations and citations promptly and provide written corrective actions to the Owner.

D. Crane Notification

1. Notify Owner at least 15 days prior to bringing any crane equipment on-site so that the owner may arrange for any additional quality assurance spot checks necessary by the owner.

**PART 2 - PRODUCTS**

2.01 FALL PROTECTION ANCHORAGE

- A. Fall protection anchorage used during construction shall be completely removed.
- B. Any existing forms of fall protection shall be reviewed by the Contractor for compliance to authorities noted herein and shall become the responsibility of the Contractor.

2.02 CONFINED SPACE SIGNAGE

- A. Provide permanent signs integral to or securely attached to access covers for new permit required confined spaces. Signs wording: "DANGER--PERMIT REQUIRED CONFINED SPACE - DO NOT ENTER -" on bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 5 feet.

**PART 3 - EXECUTION**

3.01 CONSTRUCTION

- A. Comply with COE EM-385-1-1, NFPA 241, the accident prevention plan, the activity hazard analysis and other related submittals and activity fire and safety regulations.
- B. Hazardous Material Exclusions
  1. Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. Owner may consider exceptions to the use of any of the above excluded materials upon written request by Contractor.
- C. Unforeseen Hazardous Material
  1. If additional material (such as PCB, lead paint, and friable and non-friable asbestos), is indicated that may be hazardous to human health upon



disturbance during construction operations is encountered, stop that portion of work and notify the Owner immediately.

### 3.02 PERSONNEL PROTECTION

#### A. Fall Protection

1. Enforce use of the fall protection device designated for each specific work activity in the FP&P plan and/or AHA all times when an employee is on a surface 6 feet or more above lower levels. Personal fall arrest systems are required when working from an articulating or extendible boom, scissor lifts, swing stages, or suspended platform. Fall protection must comply with ANSI A10.14.

#### B. Personal Fall Arrest Device

1. Personal fall arrest device equipment, systems, subsystems, and components shall meet ANSI Z359.1, "Safety Requirements for Personal Fall Arrest Systems". Only a full-body harness with a shock absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system such as steel reinforcing assembly and in conjunction with another fall arrest system. Harnesses shall have a fall arrest attachment, which is a connector, affixed to the body support (usually a D-ring) and specifically designated for attachment to the rest of the system. Only double locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber.

#### C. Fall Protection for Roofing Work

1. Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.
  - a. Low Sloped Roofs:
    - 1) For work within six (6) feet of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, safety nets or other OSHA approved methods.
    - 2) For work greater than six (6) feet from an edge, warning lines shall be erected and installed in accordance with 29 CFR 1926.502(f).
  - b. Steep Roofs: Work on steep roofs requires personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

D. Safety Nets

1. If safety nets are used as the selected fall protection system on the project, they shall be provided at unguarded workplaces, over water, machinery, dangerous operations and leading-edge work.

E. Existing Anchorage

1. Existing anchorages, used for attachment of personal fall arrest equipment, if to be used by the Contractor, shall be re-certified by the contractor's fall protection engineer (QP).

3.03 SCAFFOLDING

- A. Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Stair towers or ladders built into scaffold systems in accordance with USACE EM 385-1-1 Sections 22 and 24.B are required for work platforms greater than 20 feet in height. Contractor shall ensure that employees that are qualified perform scaffold erection. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection plan. Minimum platform size shall be based on the platform not being greater in height than three times the dimension of the smallest width dimension for rolling scaffold. Some Baker type scaffolding has been found not to meet these requirements. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Outrigger brackets used to extend scaffold platforms on self supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base.

3.04 BARRICADES, SIGNAGE AND PROTECTIVE WALKWAYS

- A. Upon completion of Contractor's staging, sequencing and means/methods decisions, Contractor shall outline proposed plan to Consultant/Owner for approval. Required barricades, signage and protective walkway shall be provided by the Contractor.

3.05 EQUIPMENT

A. Material Handling Equipment

1. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
2. The use of hooks on equipment for lifting of material must be in accordance with manufacturers printed instructions.

B. Weight Handling Equipment

1. Cranes must be equipped with:
  - a. Load Indicating Devices (LIDs) and a Boom Angle or Radius Indicator,
  - b. or Load-Moment Indicating Devices (LMIs).
  - c. Anti-two-block prevention devices.
  - d. Boom Hoist Hydraulic Relief Valve, Disconnect, or Shutoff (stops hoist when boom reaches a predetermined high angle).
  - e. Boom Length Indicator (for telescoping booms).
  - f. Device to prevent uncontrolled lowering of a telescoping hydraulic boom.
  - g. Device to prevent uncontrolled retraction of a telescoping hydraulic boom.
2. The Contractor shall notify the Owner, in advance, of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated.
3. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturers recommended procedures.
  - a. The Contractor shall comply with ASME B30.5 for mobile cranes and ASME B30.22 for articulating boom cranes.
4. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.
5. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of EM 385-1-1, Section II and ASME B30.5 or ASME B30.22 as applicable.
6. Crane supported work platforms shall only be used in extreme conditions if the Contractor proves that using any other access to the work location would provide a greater hazard to the workers. Personnel shall not be lifted with a live hoist or friction crane.

7. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or cabs of cranes. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
8. All employees shall be kept clear of loads about to be lifted and of suspended loads.
9. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.
10. A Contractor Crane Operation Checklist shall be used by the contractor's representative during oversight of contractor crane operations (refer to COE EM-385-1-1 Section 16).
11. Only contractor crane operators who have met the requirements of 29 CFR 1910.94, 29 CFR 1910.120, 29 CFR 1926.65, 29 CFR 1926.502(f), COE EM-385-1-1, ASME B30.5, and ASME B30.22 and other local and state requirements shall be authorized to operate the crane.
12. Cribbing shall be utilized by the Contractor when performing lifts on outriggers.
13. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
14. A physical barricade must be positioned to prevent personnel from entering the tailswing area of the crane.
15. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.
16. Certification records which include the date of inspection, signature of the person performing the inspection along with the serial number or other identifier of the crane which was inspected. This record will always be available for review by owner personnel.
17. Written reports listing the load test procedures utilized along with any repairs or alterations performed on the crane will be available for review by the owner personnel.
18. Contractor shall certify that all of the crane operators have been trained not to bypass safety devices (e.g. anti-two block devices) during lifting operations.

### 3.06 ELECTRICAL

#### A. Conduct of Electrical Work

1. Cable intended to be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Owner and Station Utilities for identification. The Owner will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cutting remotely. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific job and as delineated in the Contractor AHA.

#### B. Portable Extension Cords

1. Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered.

### 3.07 WORK IN CONFINED SPACES

#### A. Comply with the requirements in Section 34.A of COE EM-385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

1. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 34.A.05 of COE EM-385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained. To ensure exposure to any hazardous atmosphere is kept below its action level.
3. Ensure the use of rescue and retrieval devices in confined spaces greater

#### **Safety Requirements**

**01 20 06-18**

than 5 feet in depth. Conform to Sections 34.A.06, 34.A.07 and 34.A.09 of COE EM-385-1-1.

4. Include training information for employees who will be involved as entrant attendants for the work. Conform to Section 34.A.08 of COE EM-385-1-1.

### 3.08 HOUSEKEEPING

#### A. Clean-up

1. All debris in work areas shall be cleaned up daily or more frequently as necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

#### B. Dust Control

1. In addition to the dust control measures required elsewhere in the Construction Documents, dry cutting of brick or masonry shall be prohibited. Wet cutting must address control of water run off.

### 3.09 ACCIDENT SCENE PRESERVATION

- A. For serious accidents, and accidents involving weight handling equipment, ensure the accident site is secured and evidence is protected remaining undisturbed until released by the Owner.

### 3.10 FIELD QUALITY CONTROL

#### A. Inspections

1. Include safety inspection as a part of the daily Quality Control.

### 3.11 FLAMMABLE AND COMBUSTIBLE LIQUID HANDLING AND STORAGE

#### A. Safety Gas Containers

1. Handling of flammable and combustible liquids shall be in safety containers with flame arresters, with not more than 5 gallons capacity, having a spring-closing lid and spout cover and designed to safely relieve internal pressures under fire exposures. Flammable and combustible Liquids shall be stored in separate NFPA approved storage cabinets 50 feet away from any sources of ignition with suitable NO SMOKING OR OPEN FLAME signs posted in all such areas.

END OF SECTION 01 20 06


# required submittals list

**Project Title:** Darla Moore School of Business – Retaining Wall Repairs  
**Owner Project No.:** 50003294  
**ADC Project No.:** 19058  
**Reviewer(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**ADC Engineering, Inc./The BEE Group**

Submittals are to be forwarded as a single package submission and in accordance with Section 01 20 00, Abbreviated Scope of Work, including:

- 01 20 00 Abbreviated Scope of Work**
  - 1.11 I. Schedule of values, project schedule, existing conditions and safety plan
  
- 01 20 05 Safety Requirements**
  - 1.05 B. Plans
    - B1. Accident Prevention Plan
    - B2. Health and Safety Plans
    - B2a. Safety Plans should include an SDS list of all products being used as part of a system, but also including substances being used to complete the work (i.e. fuels, solvents, cleaners, etc.). This data should be included within the submittal, and a copy kept on the site.
  - C. Reports
  
- 02 04 00 Cutting and Patching**
  - 1.05 C. Proposals for Cutting and Patching
  
- 02 05 00 Demolition and Removal**
  - 1.05 C. Demolition Plan
  
- 03 90 08 Polymer Modified Concrete Restoration for Building Envelope**
  - 1.04 C. Product Data, mixing and application instructions
  - D. Product Data, compliance
  - E. Samples
  - F. SDS



- 
- 03 92 00 Concrete Resurfacing**
    - 1.03 C. Product Data, mixing and application instructions
    - D. Qualification Data
    - E. Material Certificates
    - F. Product Test Reports
    - G. Rehabilitation Program
    - H. Field Mock-Up
    - I. SDS
  
  - 07 14 09 Repairs to Waterproofing System with Paver/Pedestal System**
    - 1.04 B. Shop Drawings
    - C. Product Data
    - D. Manufacturer's Installation Instructions
    - E. Applicator
    - F. Information Card
    - G. SDS
  
  - 07 14 23 Fluid Applied Coating for Exterior Walls**
    - 1.04 C. Shop Drawings
    - D. Product Data
    - E. Manufacturer's Installation Instructions
    - F. Testing and certification
    - G. Applicator
    - H. Mock-Up
    - I. Administrative Close-Out Submittals
    - J. SDS
  
  - 07 62 01 Lead Coated Copper Flashing and Trim**
    - 1.04 C. Product Data
    - D. Samples
    - E. Shop Drawings
    - F. SDS
  
  - 07 92 10 Sealants for Building Envelope**
    - 1.04 C. Manufacturer's Catalog Data
    - D. Manufacturer's Standard Color Chart
    - E. Manufacturer's Instructions
    - F. Samples
    - G. Sample Installations – Mock-Ups
    - H. Certificates of Compliance or SWRI Validation Program
    - I. SDS

End of Required Submittal List

## Application and Certificate for Payment

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION NO:</b>	<b>Distribution to:</b>
		<b>PERIOD TO:</b>	<b>OWNER:</b> <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>	<b>CONTRACT FOR:</b>	<b>ARCHITECT:</b> <input type="checkbox"/>
	ADC Engineering, Inc./The BEE Group 1226 Yeamans Hall Road, Suite C Hanahan, SC 29410	<b>CONTRACT DATE:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>PROJECT NOS:</b> / /	<b>FIELD:</b> <input type="checkbox"/>
			<b>OTHER:</b> <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	_____
2. NET CHANGE BY CHANGE ORDERS .....	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	_____
<b>5. RETAINAGE:</b>	
a. _____% of Completed Work (Column D + E on G703)	0.00
b. _____% of Stored Material (Column F on G703)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	0.00
6. TOTAL EARNED LESS RETAINAGE .....	0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	_____
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	_____
(Line 3 less Line 6)	
	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:  
My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** .....

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	0.00	0.00
<b>NET CHANGES by Change Order</b>		0.00



**THREE-YEAR CONTRACTOR WARRANTY  
FOR DARLA MOORE SCHOOL OF BUSINESS – RETAINING WALL REPAIRS**

WHEREAS, \_\_\_\_\_ of

(Address) \_\_\_\_\_

Telephone: \_\_\_\_\_ herein called the "Prime Contractor", has performed the work for the

**Darla Moore School of Business – Retaining Wall Repairs** project.

Owner: University of South Carolina  
1300 Pickens Street  
Columbia, SC 29208

Type of Building: \_\_\_\_\_

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

Area of Work: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Warranty Period: **Three Years** Date of Expiration: \_\_\_\_\_

AND WHEREAS, the Prime Contractor has contracted to warrant said work against leaks and faulty or defective materials and workmanship for the designated Warranty Period; NOW, THEREFORE, the Prime Contractor hereby warrants, subject to the terms and conditions herein set forth, that during the Warranty Period Prime Contractor will at its own cost and expense, make or cause to be made such repairs to or replacements of said work thereof as are necessary to correct faulty and defective work to the satisfaction of the Owner, and as are necessary to maintain said work in a watertight condition. Prime Contractor warrants the said work as required, related and applicable to all Specification Sections and the drawings of the Contract Documents for the Darla Moore School of Business – Retaining Wall Repairs project (BEE Project Number: 19058).

This Warranty is made subject to the following terms and conditions:

1. Warranty covers the work within this Contract by the Contractor to said *building envelope (waterproofing and exterior walls)* components of the systems within the scope of work under this contract and does not cover work by others under other contracts or future defects not directly attributable to work performed.
2. Specifically excluded from this Warranty are damages to the work caused by: a) lightning, hurricane force winds, hailstorm, and other unusual phenomena of the elements; b) fire c) failure of the *building envelope (waterproofing and exterior walls)* system resulting from structural settlement, excessive deflection, deterioration, and decomposition not caused by this project; d) faulty construction of walls not included in Contract Work, other conditions such as terminations and penetrations not included in the project; and e) activity-related damages (and vandalism) to the *building envelope (waterproofing and exterior walls)* by others including contractors, maintenance personnel, other persons, animals, whether authorized or unauthorized by Owner. When the work has been damaged by any of the foregoing causes, the Warranty may be null and void for the specific locations affected until such damage has been repaired by the Owner or by another responsible party as so authorized and designated.
3. Other portions or parts of this building not within the scope of this work are not covered under this Warranty.
4. The Prime Contractor is responsible for damages to the facility caused by the scope of work for this project covered by this Warranty.

5. During the Warranty Period, if the Owner allows alteration of the work by anyone other than the Prime Contractor without written consent of the Prime Contractor, including cutting, patching and maintenance in connection with penetrations, alteration of said flashings, attachment of other work, and positioning of anything on the *building envelope (waterproofing and exterior walls)* system, this Warranty may become null and void at the specific locations upon the date of said alterations, but only to extent said alterations affect work covered by this Warranty. If the Owner engages the Prime Contractor to perform said alterations, the Warranty shall not become null and void, unless the Prime Contractor, prior to proceeding with alteration work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work as warranted, thereby reasonably justifying a termination of this Warranty in the area of the altered work.
6. During the Warranty Period, if the original use of the *building envelope (waterproofing and exterior walls)* is changed and it becomes used for use other or service more severe than originally specified, this Warranty may become null and void at the specific locations upon the date of the said change, but only to the extent said change affects work covered by this Warranty.
7. The Owner shall promptly notify the Prime Contractor of observed, known or suspected leaks, defects, failures or deterioration, and shall afford reasonable opportunity for Prime Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration regardless of the direct cause or causes.
8. Contractor will promptly inspect reported issues/leaks and if found to be attributed to work performed as part of the scope of this project, make the required repairs within 72 hours of written notification.
  - a. If leaks are found to be from other sources beyond the scope of this warranty, Contractor shall so inform the Owner in writing. There will be no charge for this first service call.
  - b. Future service calls and leak repairs not attributed to contractors work will be for Owner's account. Cost of repairs will be at a fair and reasonable rate. Materials required will be at a maximum of cost plus 15%.
  - c. If the Prime Contractor fails to perform repairs in allotted time frame assigned herein this warranty, this warranty will not be voided by the Prime Contractor because of work performed by Others to repair deficient conditions regardless of whether repairs by Others are temporary or permanent in nature.
9. This Warranty is recognized to be the only warranty of the Prime Contractor on said work, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of *building envelope (waterproofing and exterior walls)* failure. This warranty shall not void, reduce, restrict or otherwise affect manufacturer warranties or performance bonds. Specifically, this Warranty shall not operate to relieve the Prime Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a contract directly with Owner, or a subcontract with Owner's General Contractor.
10. If an extended warranty is required during the course of construction, the more stringent requirements shall take precedence.

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Prime Contractor's Signature: \_\_\_\_\_

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

As Its (position): \_\_\_\_\_

Date: \_\_\_\_\_

# certification of asbestos-free materials

**Project Title:** Darla Moore School of Business – Retaining Wall Repairs  
**Owner Project No.:** 50003294  
**ADC Project No.:** 19058

1. I am authorized to bind \_\_\_\_\_  
(Company's Name by which I am employed).
2. I certify that no materials on this project will contain asbestos. No asbestos-containing materials will be submitted or installed.
3. I recognize that my company's contract is subject to suspension of payments or termination or both, and that my company is responsible for total asbestos abatement of any materials installed by my company.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature Date

**Certification of Asbestos-Free Materials**  
**01 20 50 - 1**

**19058**



# AIA® Document G715™ – 2017

## Supplemental Attachment for ACORD Certificate of Insurance 25

<b>PROJECT:</b> <i>(name and address)</i>	<b>CONTRACT INFORMATION:</b> Contract For: Date:	<b>CERTIFICATE INFORMATION:</b> Producer: Insured: Date:
<b>OWNER:</b> <i>(name and address)</i>	<b>ARCHITECT:</b> <i>(name and address)</i> ADC Engineering, Inc./The BEE Group 1226 Yeamans Hall Road, Suite C Hanahan, SC 29410	<b>CONTRACTOR:</b> <i>(name and address)</i>

<b>A. General Liability</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Does this policy include coverage for:			
a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Personal injury and advertising injury?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Bodily injury or property damage arising out of completed operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e The Contractor's indemnity obligations included in the Contract Documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does this policy contain an exclusion or restriction of coverage for:			
a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Claims for bodily injury other than to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g Claims related to residential, multi-family, or other habitational projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h Claims related to roofing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j Claims related to earth subsistence or movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k Claims related to explosion, collapse, and underground hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Other Insurance Coverage</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a Professional liability insurance Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Pollution liability insurance Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Insurance for maritime liability risks associated with the operation of a vessel Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



- d Insurance for the use or operation of manned or unmanned aircraft     
     Coverage limits:
- e Property insurance     
     Coverage limits:
- f Railroad protective liability insurance     
     Coverage limits:
- g Asbestos abatement liability insurance     
     Coverage limits:
- h Insurance for physical damage to property while it is in storage and in transit to  
     the construction site     
     Coverage limits:
- i Other:

---

*(Authorized Representative)*

---

*(Date of Issue)*

---

Date

Via Email: [amandam@thebeegroup.org](mailto:amandam@thebeegroup.org)

Amanda Matlock  
The Building Envelope Enclosure Group  
1226 Yeamans Hall Road, Suite C  
Hanahan, SC 29410

**subject: Request for Substantial Completion**  
Darla Moore School of Business – Retaining Wall Repairs  
Owner Project Number: 50003294  
BEE Project Number: 19058

Amanda:

In accordance with the Contract requirements, please accept this letter as notification and request for Substantial Completion. A copy of our punchlist is attached. We understand that substantial completion was required on \_\_\_\_\_.

We herein request Substantial Completion for \_\_\_\_\_. We request your response to schedule a Substantial Completion Inspection.

Sincerely,

---

Contractor Signature

Enclosure: Contractor Punchlist

# SE-560 CERTIFICATE OF FINAL COMPLETION

**AGENCY:** University of South Carolina

**PROJECT NAME:** Darla Moore School of Business – Retaining Wall Repairs

**PROJECT NUMBER:** 50003294

**CONTRACTOR:**                     

## **CONTRACTOR'S NOTIFICATION AND CERTIFICATION**

I hereby notify the A/E and the Agency that Contract Work for the above Project is or will achieve Final Completion, as defined in the Project Manual and in conformance with the requirements of the Contract and the *Manual for Planning and Execution of Permanent Improvement Projects*, on the date shown below. This certification declares that:

- A. All items of the punch-list and all items required by the Construction Documents have been completed;
- B. All Work is in conformance with the Contract Documents; and
- C. All other requirements of the Contract related to Final Completion have been accomplished, to include delivery of all operational and maintenance manuals, record drawings, maintenance training, warranty certificates and start up activities.

**BY:** \_\_\_\_\_

*(Signature of Contractor Representative)*

**PRINT NAME:**                     

**TITLE:**                     

**DATE FOR FINAL COMPLETION INSPECTION:**                     

## **A/E CERTIFICATION AND AGENCY ACCEPTANCE OF FINAL COMPLETION**

The A/E and Agency agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

**DATE OF FINAL COMPLETION:**                     

**SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION:**

**THIS FORM DOES NOT CONFER PERMISSION TO OCCUPY/USE THE FACILITY**

### **A/E CERTIFICATION**

**BY:** \_\_\_\_\_

*(Signature of A/E Representative)*

**PRINT NAME:**                     

**TITLE:**                     

### **AGENCY ACCEPTANCE**

**BY:** \_\_\_\_\_

*(Signature of Agency Representative)*

**PRINT NAME:**                     

**TITLE:**                     

### **INSTRUCTIONS TO THE AGENCY:**

1. Forward a copy of the completed SE-560 and any attachments to OSE.
2. Upon final completion and the Agency's receipt and approval of the Contractor's final payment application, the Agency must pay the Contractor all funds remaining due, including all amounts retained from progress payments.

## Section 01 20 60 Contract Close-Out Checklist

Project: Darla Moore School of Business – Retaining Wall Repairs

ADC Project Number: 19058

Substantial Completion Date Awarded:		Date Received
1.	<b>Request for Substantial Completion with Contractor Punchlist</b>	
2.	<b>Certificate of Substantial Completion –SE-550</b> <ul style="list-style-type: none"> <li>• This will be generated by ADC Engineering, Inc./The BEE Group and forwarded for signature once Substantial Completion date is awarded.</li> </ul>	
3.	<b>Certificate of Final Completion – SE-560 with Initialed ADC/BEE Substantial Completion Punchlist</b> <ul style="list-style-type: none"> <li>• Correct Project Information</li> <li>• Correct Date</li> <li>• Signed and Dated</li> </ul>	
4.	<b>Contractor's Affidavit of Payment of Debts and Claims - AIA G706</b> <ul style="list-style-type: none"> <li>• Correct Project Information</li> <li>• Signed and Dated</li> <li>• Notarized and Sealed</li> </ul>	
5.	<b>Contractor's Affidavit of Release of Liens Form – AIA G706A</b> <ul style="list-style-type: none"> <li>• Correct Project Information</li> <li>• Signed and Dated</li> <li>• Notarized and Sealed</li> </ul>	
6.	<b>Consent of Surety to Final Payment - AIA G707</b> <ul style="list-style-type: none"> <li>• Correct Project Information</li> <li>• Signed and Dated</li> <li>• Notarized and Sealed</li> </ul>	
7.	<b>Supplemental Attachment for ACORD Certificate of Insurance 25-SAIA G715</b>	
8.	<b>Provide a statement on company letterhead, dated and signed using the following verbiage: "Insert Contractor Name knows of no reason that the completed project insurance will not be renewable to cover the period required by the contract documents."</b>	
9.	<b>Information Card</b> <ul style="list-style-type: none"> <li>• Provide hard copy of form for each system</li> <li>• Install exterior copy in designated location at facility</li> </ul>	
10.	<b>Manufacturer's Warranties</b> <ul style="list-style-type: none"> <li>• Provide Manufacturer's Warranties as required by the Contract Documents</li> <li>• Dated on or after Substantial Completion date and signed</li> </ul>	
11.	<b>Operation and Maintenance Data</b> <ul style="list-style-type: none"> <li>• Provide any required / necessary operation / maintenance data for systems</li> </ul>	
12.	<b>Three-Year Contractor Warranty</b> <ul style="list-style-type: none"> <li>• Provide Three-Year Contractor Warranty as required by the Contract Documents</li> <li>• Dated on or after Substantial Completion date and signed</li> <li>• Provide USC 1-Year Guarantee</li> </ul>	
13.	<b>ADC/BEE Substantial Completion Inspection Punch List</b> <ul style="list-style-type: none"> <li>• All items signed off by the Contractor as completed</li> </ul>	
14.	<b>ADC/BEE Final Completion Inspection Punch List</b> <ul style="list-style-type: none"> <li>• All items signed off by the Contractor as completed</li> </ul>	
15.	<b>List of Materials Used by Specifications Section</b> <ul style="list-style-type: none"> <li>• Provide list of materials / manufacturers</li> </ul>	
16.	<b>Supplier – Address and Phone Numbers</b> <ul style="list-style-type: none"> <li>• Provide list of suppliers for systems</li> </ul>	
17.	<b>Asbestos Close-Out Certification</b> <ul style="list-style-type: none"> <li>• Provide Certification of Asbestos-Free Materials, included in the Contract Documents, signed and dated.</li> </ul>	
18.	<b>Record Drawings</b> <ul style="list-style-type: none"> <li>• Provide set of contract drawings with all field changes / modifications shown in red</li> </ul>	
19.	<b>Summary of Unit Prices</b> <ul style="list-style-type: none"> <li>• Provide required documentation of required unit prices</li> <li>• Provide summary balance of all unit prices and remaining balance</li> </ul>	
20.	<b>Final Change Order</b> <ul style="list-style-type: none"> <li>• Provide Final Change Order with Unit Prices / Balances included</li> </ul>	
21.	<b>Final Application for Payment</b> <ul style="list-style-type: none"> <li>• Provide Final Invoice, including Final Change Order</li> </ul>	

## SECTION 02 04 00

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This section establishes general requirements pertaining to cutting, fitting, and patching of the work.
1. Portions of this work require cutting and/or patching components of the existing facility. Plan and coordinate this demolition neatly and safely.
  2. Use proper shoring, bracing and protection at all times.
  3. Uncover work to provide for installation, inspection, or both, of ill-timed work.
  4. Cut and completely remove existing coatings and sealants to provide all new sealant joints.
  5. Saw-cut concrete to widen condition for proper joint configuration and provide control joints with sealant.
  6. Visual inspection and ‘sounding’ of all concrete and parge coat surfaces to determine full extent of unbounded and/or delaminated conditions.
  7. Grinding, chipping, saw-cutting and cutting to the concrete as required to complete the scope of work.
  8. Remove all materials, components or accessories required to complete the repairs, modifications and/or replacements.
  9. Remove all grates and clean out debris, sand, dirt, etc. in trench drain along the base of retaining wall.
  10. Cutting and patching to complete modification and repairs to include the following.
    - a. Concrete and coated concrete.
    - b. Sealant Joints.
    - c. Modify existing waterproofing.
  11. Remove all mechanical, electrical and plumbing equipment to complete work and reinstall with new sheet metal closures.

12. Any cutting and patching of structural elements to complete modifications and repairs shall not occur until after proper shoring, bracing and secondary framing/support.
13. Remove and replace work not conforming to requirements of the Construction Documents, defective or substandard work.
14. Survey existing conditions, coordinate shutdowns, have qualified craftsmen disconnect necessary plumbing, mechanical and electrical components.
15. Make the several parts fit properly, to accomplish the work within these Construction Documents.

B. Protect building from inclement weather all times.

#### 1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. In addition to other requirements specified, upon the Owners request, uncover work to provide for inspection of covered work by the Owner or Owner's representative, and remove samples of installed materials for testing.
- C. Section 01 20 05: Abbreviated Scope of Work
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- F. Section 03 92 00: Concrete Resurfacing
- G. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- H. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- I. Section 07 62 01: Lead Coated Copper Flashing and Trim
- J. Section 07 92 10: Sealants for Building Envelope

#### 1.03 REFERENCES

- A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):
  1. ANSI/ASSE Z359.1 (2016) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

- B. INTERNATIONAL CODE COUNCIL (ICC):
  - 1. IBC (2018) International Building Code
  - 2. IEBC (2018) International Existing Building Code
- C. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA):
  - 1. NFPA 241 (Currently Adopted Edition) Safeguarding Construction, Alteration, and Demolition Operations
- D. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION:
  - 1. 29 CFR 1926 – Safety and Health Regulations for Construction
- E. SOUTH CAROLINA DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL (SCDHEC):
  - 1. SCDHEC Regulation 61-107.11, Construction, Demolition and Land-Clearing Debris Landfills
- F. U.S. ARMY CORPS OF ENGINEERS (USACE):
  - 1. EM 385-1-1 (2014) Safety and Health Requirements Manual

#### 1.04 QUALITY ASSURANCE

- A. Requirements for building envelope and structural work.
  - 1. General: Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or increase in the load/deflection ratio.
  - 2. Prior to cutting and patching the following categories of work, obtain the Owner’s approval to proceed with cutting- and-patching as proposed in the submittal by the Contractor:
    - a. Concrete.
    - b. Structural members (steel, wood or concrete).
    - c. Sealant Joints.
- B. Operational and Safety Limitations
  - 1. This is an academic building with significant importance, value and contents.



2. General: Do not cut-and-patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.
  3. Prior to cutting and patching the following categories of work, and similar categories where directed, obtain the Owner's approval to proceed with cutting and patching as proposed in the submittal by the Contractor:
    - a. Exterior retaining walls (penetrations, terminations, transitions) and structural elements should include shoring and structural bracing during work as needed based on construction loads and phasing.
    - b. Primary operational systems and equipment. (Do not overload system with materials/equipment).
    - c. Water/moisture/vapor/air/smoke barriers, membranes and flashings.
    - d. Noise and vibration control elements and systems.
    - e. Temporarily disconnect, and then re-install immediately the control, communication, mechanical and electrical wiring systems.
    - f. Protection of building and contents during construction.
  4. Contractor is required to maintain system to protect occupants on interior from falling debris, dust, etc. during construction. Contractor is also required to clean all areas where dust or debris exists as a result of construction.
  5. Monitor and schedule construction noise to ensure function of facility is maintained during construction.
- C. Appearance Requirements - General
1. Do not cut-and-patch work which is observable on the exterior or exposed in occupied spaces of the building, in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut-and-patch work, both as judged solely by the Owner.
  2. Remove and replace work judged by the Owner to be cut-and-patched in a visually unsatisfactory manner.

## 1.05 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.

- B. No work will begin until all submittals have been received and approved and Pre-Construction Conference has been completed.
- C. Proposals for Cutting and Patching
  - 1. Submit proposed demolition and removal procedures with the cutting and patching procedures to the Owner for approval before work is started.
    - a. Include description of why cutting and patching cannot (reasonably) be avoided, how it will be performed, how structural elements (if any) will be reinforced, products to be used, firms and tradesmen to perform the work, approximate dates of the work, and anticipated results in terms of variations from the work as originally completed (structural, operational, visual and other qualities of significance).
    - b. Where applicable, include cost proposal, suggested alternatives to the cutting and patching procedure proposed, and a description of the circumstances that lead to the need for cutting and patching.
  - 2. Approval by Owner to proceed with proposed cutting and patching does not waive the right to later require complete removal and replacement of work found to be cut-and-patched in an unsatisfactory manner.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. For replacement of work removed, use materials, which comply with the pertinent sections of these specifications.

### **2.02 PAYMENT FOR COSTS**

- A. Perform all cutting and patching needed to comply with the Construction Documents at no additional cost to the Owner.

## **PART 3 - EXECUTION**

### **3.01 CONDITIONS**

- A. Inspection
  - 1. Inspect existing conditions, including elements subject to movement or damage during sounding, selective demolition, cutting and patching.
  - 2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies

1. If uncovered conditions are not as anticipated, immediately notify the Consultant/Engineer and secure needed directions.
2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

C. Protection

1. Protect building from inclement weather at all times.

3.02 PREPARATION

- A. Temporary Support: Provide adequate temporary support for work to be cut, to prevent failure. Do not endanger other work.
- B. Protection: Provide adequate protection of other work during cutting and patching, to prevent damage; and provide protection of the work from adverse weather exposure.

3.03 CUTTING AND PATCHING

- A. General: Employ skilled tradesmen to perform cutting and patching. Except as otherwise indicated or approved by the Owner, proceed with cutting-and- patching at the earliest feasible time, in each instance, and perform the work promptly.
- B. Cut work by methods least likely to damage work to be retained and work adjoining. Review proposed procedure with original Installer where possible and comply with his recommendations.
  1. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.
  2. Comply with the requirements of Section 02 05 00, Demolition and Removal.
- C. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
  1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- D. Restore exposed finishes of patched areas and, where necessary, extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

3.04 UNIT PRICED QUANTITIES

- A. In accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities, the Contractor shall maintain a log of all repair unit priced quantities used based on contract requirements.
- B. Contractor shall notify Owner in writing when 80% of quantity is used for each unit price item.
- C. Provide photograph or videotape documentation of repairs.
- D. Locate quantities and show their locations on the applicable drawings.
- E. Provide actual used quantities on each Application for Payment request.

END OF SECTION 02 04 00

## SECTION 02 05 00

### DEMOLITION AND REMOVAL

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This section includes the demolition of the following products/accessories/systems to complete the work.
  - 1. Function, access and usage of the facility shall be maintained during the demolition and construction process.
  - 2. Disconnect, relocate, remove and re-install any interior and exterior items required to complete the work.
    - a. This includes mechanical, electrical, plumbing or communications equipment.
  - 3. Remove all signage, lights, security cameras, conduits, pipes or other items on the exterior surfaces to permit complete cleaning and preparation of all surfaces.
  - 4. Remove paver pedestal system for waterproofing repairs and store for reuse.
  - 5. Remove existing drainage mat and waterproofing system for repairs.
  - 6. Preparation of substrates to receive coating system in accordance with Section 07 14 23, Fluid Applied Coating for Exterior Walls. Removal of all loose, flaking, peeling or otherwise deteriorated materials (coatings, sealants, etc.) to provide smooth, uniform, compatible and sound substrate.
  - 7. Removal of all sealants on the systems and adjacent wall surfaces for replacement in accordance with Section 07 92 10, Sealants for Building Envelope.
- B. Contractor shall immediately notify the Consultant/Engineer and the Owner, in writing, when conditions are uncovered which will affect or deter completion of the work in accordance with the Contract Documents.
- C. All demolition shall adhere to ANSI, SCDHEC, and OSHA guidelines.
- D. Safety Plans should include an SDS list of all products being used as part of a system, but also including substances being used to complete the work (i.e. fuels, solvents, cleaners, etc.). This data should be included within the submittal, and a copy kept on the site.

1. SDS sheets are required for all products/materials used for this project. Any products with strong or distinct odors must be identified prior to use and submitted to Consultant/Engineer for review and approval.
- E. Building must be protected from inclement weather at all times. Contractor shall have plan and materials (means and methods) to protect area areas during inclement weather.
- F. Unit prices and set quantities are included for various items in accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities and documentation is required accordingly.

#### 1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- E. Section 03 92 00: Concrete Resurfacing
- F. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- G. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- H. Section 07 62 01: Lead Coated Copper Flashing and Trim
- I. Section 07 92 10: Sealants for Building Envelope

#### 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.
- B. AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI):
  1. ANSI/ASSE A10.6 (2016) Safety Requirements for Demolition Operations
  2. ANSI/ASSE Z359.1 (2016) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

- C. INTERNATIONAL CODE COUNCIL (ICC):
  - 1. IBC (2018) International Building Code
  - 2. IEBC (2018) International Existing Building Code
- D. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA):
  - 1. NFPA 241 (Currently Adopted Edition) Safeguarding Construction, Alteration, and Demolition Operations
- E. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
  - 1. 29 CFR 1926 – Safety and Health Regulations for Construction
- F. SOUTH CAROLINA DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL (SCDHEC):
  - 1. SCDHEC Regulation 61-107.11, Construction, Demolition and Land-Clearing Debris Landfills
- G. U.S. ARMY CORPS OF ENGINEERS (USACE):
  - 1. EM 385-1-1 (2014) Safety and Health Requirements Manual

#### 1.04 GENERAL REQUIREMENTS

- A. Do not begin demolition until Demolition plan is approved and authorization is received from the Consultant/ Engineer.
- B. Remove rubbish and debris from the site daily; do not allow accumulation around the building or grounds.
- C. Coordinate sequencing and temporary shutdowns with occupants and owner.

#### 1.05 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
- B. No work will begin until all submittals have been received and approved and Pre-Construction Conference has been completed.
- C. Demolition Plan:
  - 1. Submit proposed demolition and removal procedures to the Consultant/Engineer for approval before work is started.
    - a. Maintain temperature and humidity requirements at all times.



2. Include procedures for careful removal and disposition of materials while function of building is maintained, a disconnection schedule of effected utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.
3. State safety precautions to be used during conduct of demolition work

#### 1.06 REGULATORY AND SAFETY REQUIREMENTS

- A. Comply with federal, state, and local hauling and disposal regulations.
  1. In addition to the requirements of the contract clauses, safety requirements shall conform to ANSI A10.6 and applicable OSHA requirements.
- B. Contractor shall assure compliance with applicable safety and fall protection requirements of federal, state and local regulations throughout performance of work.
- C. The Contractor shall make application to all necessary Building Officials/governing bodies and obtain the required permits for work.

#### 1.07 DUST AND DEBRIS CONTROL

- A. Provide adequate protection of areas which will be subject to demolition debris and dust.
- B. Clean up all fasteners, coatings, concrete, dust/debris, sealants, nails and sheet metal clippings from ground and horizontal surfaces.
- C. Contractor shall monitor interior and adjacent spaces during the demolition process.
- D. Prevent the spread of dust and debris to the interior portions of the building, to the surrounding grounds, and avoid the creation of a nuisance or hazard in the surrounding area.
- E. Removal of existing work shall be coordinated not to affect current building occupants, pedestrians or function/usage of building.
- F. Do not damage existing substrate or overload assembly with construction traffic, debris or equipment.
- G. Provide protection at drain pipes and trench drains to ensure debris/trash does not enter pipes.
- H. Removal of existing work shall be limited to days where low winds (15 mph or less) unless netting/wind shading are used to ensure debris is contained and disposed of properly.
- I. Do not damage existing exterior surfaces, concrete walls, expansion joints, conduits, cables, security equipment and paver/pedestal.

## 1.08 PROTECTION

- A. Provide protection system for walls and adjacent horizontal surfaces.
- B. Traffic Control Signs:
  - 1. Where pedestrian safety is endangered in the area of removal work, use traffic barricades with flashing lights.
- C. Ingress/Egress Protection:
  - 1. During the construction period, exits from the building(s) shall not be blocked or impaired without expressed approval of the Agency Life, Safety/Fire Protection Officer
  - 2. Overhead protection and traffic control signs required at all ingress/egress points affected by this work including thoroughfares and adjacent facilities.
- D. Existing Work:
  - 1. Protect existing work, which is to remain in place or be reused.
  - 2. Protect grass, shrubbery and all horizontal (asphalt, concrete and landscaping) surfaces as well as adjacent roof and wall surfaces.
  - 3. Repair items, which are to remain and which are damaged during performance of the work to their original condition or replace with new.
  - 4. Do not overload existing structural system.
  - 5. Interior:
    - a. The interior of the building shall be protected at all times from dust, debris, materials and equipment associated with the roof construction.
    - b. Safety, the uninterrupted function of the building and the protection of the interior contents shall be maintained at all times.
    - c. Disconnect, relocate, remove and re-install any interior items required to complete the work.
- E. Weather Protection:
  - 1. Building must be protected from inclement weather at all times. Contractor shall have plan and materials (means and methods) to protect areas during inclement weather.
  - 2. When removal of the existing waterproofing system is accomplished, have the materials and workmen ready to provide adequate and temporary covering of exposed areas during inclement weather and at the end of each day's construction.

F. Facilities:

1. It is the Contractor's responsibility to return the structure and any damaged items to their original condition.
2. Protect all mechanical and electrical services and accessories during the demolition process.
3. Temporary removal/disconnection of utilities during the demolition process; shall be accomplished by qualified craftsman.
4. All interruptions in service shall be coordinated with the Consultant/ Engineer and Owner.
5. All surfaces damaged or stained during the construction process shall be the Contractors responsibility to return to its original condition.

G. Adjacent Surfaces:

1. The Contractor shall return to its original state, any damaged shrubbery, grass, concrete, skylights, equipment or other adjacent surface.

1.09 RELOCATIONS

- A. Perform the removal and reinstallation of the relocated items as indicated with workmen skilled in the trades involved.
- B. Repair items to be relocated, which are damaged or replace damaged items with new undamaged items as approved by the Consultant/Engineer.

**PART 2 - PRODUCTS**

(Not Applicable)

**PART 3 - EXECUTION**

3.01 EXISTING FACILITIES

- A. Existing Facilities are to be removed as specified, noted or as necessary to accomplish work.
- B. Concrete:
  1. Repair any deteriorated concrete and replace to provide a smooth, level, surface in accordance Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope and Section 03 92 00, Concrete Resurfacing.

C. Substrates:

1. Repair any deteriorated substrates and replace to provide a smooth, level, surface per Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope and Section 03 92 00, Concrete Resurfacing.
2. After complete demolition, review concrete and notify Owner/Consultant of any deck issues that require repair/modification.

D. Exterior Retaining Walls

1. Provide cleaning, restoration, repairs and modifications required to complete work in accordance Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope and Section 03 92 00, Concrete Resurfacing.
2. Mockups are required for repair areas.
3. Extent of repairs shall be limited to extents specified and unit price procedures.
4. Protect all adjacent, horizontal and vertical surfaces when completing work.

E. Sealants in Building Envelope

1. Remove existing sealant and backer rod from area of work and complete work in accordance with Section 07 92 10, Sealants for Building Envelope.
2. Extents of work shall be limited to extents specified.

F. General M/E/P Work Specific to Building Envelope

1. Disconnect and remove all mechanical and electrical equipment as necessary to affect work in the areas and reinstall upon completion of the work in the area to minimize down time. Provide for extension and modification of service. Utilities, interior components and all connections as necessary to accommodate new heights and locations.
2. Any lightning protection, cables, wires, antennas and mechanical, electrical or electronic components shall be temporarily disconnected and reconnected by qualified craftsman. This includes roof areas, exterior walls, flashings, fenestrations and adjacent wall areas.
3. Contractor shall have qualified craftsman remove and reinstall all affected items related to the completion of the scope of this project.
4. Ensure any M/E/P systems which require a specific contractor to complete the work (i.e. Johnson Controls, Honeywell, Trane, Etc.) are included in the Bid.

### 3.02 DISPOSITION OF MATERIALS

#### A. Title of Materials:

1. Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from the job site.
2. Title to the materials resulting from demolition, and materials and equipment removed, is vested in the Contractor upon approval by the Consultant/Engineer of the Contractor's demolition and removal procedures, and authorization by the Consultant/Engineer to begin demolition.
3. The Owner will not be responsible for the condition or loss of, or damage to, such property after notice to proceed.

#### B. Reuse of Materials and Equipment:

1. Remove and store materials and equipment to be reused to prevent damage, and reinstall as the work progresses.

### 3.03 CLEANUP

- #### A. Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas.

### 3.04 UNIT PRICED QUANTITIES

- A. In accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities, the Contractor shall maintain a log of all repair unit priced quantities used based on contract requirements.
- B. Contractor shall notify Owner in writing when 80% of quantity is used for each unit price item.
- C. Provide photograph or videotape documentation of repairs.
- D. Locate quantities and show their locations on the drawings.
- E. Provide actual used quantities on each Application for Payment request.

END OF SECTION 02 05 00

## **SECTION 03 90 08**

### **POLYMER MODIFIED CONCRETE RESTORATION FOR BUILDING ENVELOPE**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. This section includes the non-structural repairs and cleaning to in place concrete surfaces of the building envelope. Surfaces are vertical, horizontal and overhead applications including:
  - 1. Exterior horizontal surfaces
  - 2. Exterior vertical surfaces
  - 3. Foundations (non-structural)
- B. Also see drawing details for repairs to concrete.
- C. Color or stain and texture concrete repair to match existing adjacent surfaces.
- D. Cleaning areas of repaired surfaces and surfaces affected by work is required to be included in this work.
- E. Coordinate application of coating in accordance with Section 07 14 23, Fluid Applied Coating for Exterior Walls.
- F. A set quantity is required as listed in Section 01 20 05, Abbreviated Scope of Work, Quantities. This quantity is to be included in the Base Bid as listed in Section 01 20 05, Abbreviated Scope of Work, Quantities. Any quantity above or below the set quantity amount shall result in an add or deduct to the Contract Sum based on the unit price provided.

##### **1.02 RELATED DOCUMENTS**

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 92 00: Concrete Resurfacing

- F. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- G. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- H. Section 07 62 01: Lead-Coated Copper Flashing and Trim
- I. Section 07 92 10: Sealants for Building Envelope

### 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.
- B. AMERICAN CONCRETE INSTITUTION (ACI):
  - 1. ACI 318 (2019) Building Code Requirements for Structural Concrete and Commentary
  - 2. ACI RPMN (2013) Concrete Repair Manual
  - 3. ACI MNL-2 (2019) Manual of Concrete Inspection
- C. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO):
  - 1. AASHTO M 182 (Latest Edition) Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats
- D. ASTM INTERNATIONAL (ASTM):
  - 1. ASTM C 1084 (2019) Standard Specification for Portland-Cement Content of Hardened Hydraulic-Cement Concrete
  - 2. ASTM C 109/C 109M (2020) Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens)
  - 3. ASTM C 1107 / C 1107 M (2020) Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
  - 4. ASTM C 114 (2018) Standard Test Methods for Chemical Analysis of Hydraulic Cement
  - 5. ASTM C 136 (2019) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
  - 6. ASTM C 150 / C 150 M (2020) Standard Specification for Portland Cement



7. ASTM C 157/C 157M (2017) Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
  8. ASTM C 171 (2016) Standard Specification for Sheet Materials for Curing Concrete
  9. ASTM C 191 (2019) Standard Test Method for Time of Setting Hydraulic Cement by Vicat Needle
  10. ASTM C 231 (2017) Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
  11. ASTM C 260 (2016) Standard Specification for Air-Entraining Admixtures for Concrete
  12. ASTM C 33 (2018) Standard Specification for Concrete Aggregates
  13. ASTM C 39/C 39M (2020) Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
  14. ASTM C 494/C 494M (2019) Standard Specification for Chemical Admixtures for Concrete
  15. ASTM C 642 (2013) Density, Absorption, and Voids in Hardened Concrete
  16. ASTM C 666 / C 666 M (2015) Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
  17. ASTM C 672 / C 672 M (2012) Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals
  18. ASTM D 570 (2018) Standard Test Method for Water Absorption of Plastics
  19. ASTM D 695 (2015) Standard Test Method for Compressive Properties of Rigid Plastics
- E. INTERNATIONAL CODE COUNCIL (ICC):
1. IBC (2018) International Building Code
  2. IEBC (2018) International Existing Building Code
- F. INTERNATIONAL CONCRETE REPAIR INSTITUTE (ICRI):
1. ICRI Technical Guideline Number 120.1-2009 Guidelines and Recommendations for safety in the concrete repair industry

2. ICRI Technical Guideline Number 120.1-2009 Environmental Health and Safety Committee
  3. ICRI Technical Guideline Number 210.1R-1998 2016 Guideline for verifying field performance of epoxy injection of concrete cracks ICRI Technical Guideline Number 310.1R-2008 Guide for surface preparation for the repair of deteriorated concrete resulting from reinforcing steel corrosion
- 1.04 ICRI Technical Guideline Number 310.2R-1997 2013 selecting and specifying concrete surface preparation for sealers, coatings and polymer overlays
- SUBMITTALS
- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
  - B. No work will begin until all submittals have been received and approved and Pre-Installation Conference has been completed.
  - C. Product data describing products and methods of mixing and application instructions.
  - D. Product data stating compliance with specified performance criteria.
  - E. Provide a minimum of two (2) on site cured samples of 12 inches by 12 inches in plan dimension and 1 ½ inches in thickness in locations selected by the Engineer/Consultant. The samples shall be checked for matches in color, shade, finish and texture.
  - F. Safety Data Sheets (SDS): Submit Safety Data Sheets with each specification section and include with Safety Plan.
- 1.05 QUALITY ASSURANCE
- A. Concrete Repair Supplier: Regularly engaged in production of Concrete Repair Products.
  - B. Concrete Repair Product Applicator: Regularly engaged and properly equipped for application of concrete preparation and repair methods and materials, and as acceptable by aggregate producer.
- 1.06 DELIVERY, STORAGE AND HANDLING
- A. Deliver materials in manufacturer's original undamaged packages or acceptable bulk containers bearing the identification of the product, manufacturer, batch number, and expiration date.
  - B. Store packaged materials to protect them from elements or physical damage.

- C. Do not use cement that shows indications of moisture damage, caking, or other deterioration.
- D. Do not use materials, which have exceeded the products shelf life.
- E. Handle all products with appropriate precautions and care as stated on the Materials Safety Data Sheet.

#### 1.07 JOB CONDITIONS

- A. Do not place materials when ambient temperature is at or below freezing (32 deg F, 0 deg C).
- B. When air temperature has fallen or is expected to fall below 40 deg F (4 deg C), heat water to a maximum 120 deg F (48 deg C) before mixing to attain material at point of placement with temperature of 50 deg F (10 deg C) min. and 80 deg F (27 deg C) max.
- C. Do not place materials on surfaces covered with standing water, snow, or ice.
- D. Do not place concrete repair materials when ambient temperature is at or below 40 degrees F or at or above 90 degrees F.
- E. Use appropriate measures for protection and supplementary heating to ensure proper curing conditions in accordance with the manufacturer's instructions.

### **PART 2 - PRODUCTS**

#### 2.01 NON-SHRINK, POLYMER MODIFIED REPAIR MATERIALS

- A. The polymer modified repair mortar shall be a blend of portland cement, well graded, clean, aggregates, polymers, and admixtures to produce a workable mix.
- B. One or two component cement based, polymer modified repair mortar for horizontal, vertical and overhead patching.
- C. High bond strength and rapid strength gain.
- D. Freeze-thaw resistant.
- E. The material shall not contain asbestos, chlorides, nitrates, added gypsum, added lime, or high alumina cements.

#### 2.02 DESIGN MIX

- A. General: Design concrete repair material mix to produce the following minimum physical properties.

1. Compressive Strength after 24 hours: Minimum 2000 psi, when tested in accordance with ASTM C 109.
  2. Compressive Strength after 28 days: Minimum 6250 psi, when tested in accordance with ASTM C 109.
  3. Bond Strength: Minimum 1200 psi, when tested in accordance with ASTM C 1042M.
  4. Dry Cure Shrinkage: Not greater than .05% when tested in accordance with ASTM C 157.
- B. Do not exceed maximum air content recommended by the manufacturer.
- C. Use minimum amount of water necessary to produce a workable mix.

### **PART 3 - EXECUTION**

#### **3.01 SURFACE PREPARATION**

- A. Remove areas of unsound, weak, damaged, or loose concrete.
- B. Loose particles, laitance, scaling, pop-outs/honeycombs, spalling, cracked, or debonded/delaminated concrete and foreign materials shall be removed with hand tools unless otherwise noted.
- C. Clean newly exposed concrete free of all foreign matter including oil, grease, dust, and any other surface contaminants.
- D. Substrate Priming: Substrate should be primed using the manufacturers recommended products, and strictly following the application requirements.
- E. Where areas of exposed and/or deteriorating reinforcing steel are occurring, concrete shall be completely removed from around reinforcing not less than one inch.
- F. Exposed reinforcing steel shall be mechanically cleaned to bare metal and coated with two coats of a zinc-rich primer paint or rust inhibitor as recommended by the concrete repair material manufacturer.

#### **3.02 REPAIR**

- A. Patched areas should be allowed to cure sufficiently so that the material can be walked on without leaving footprints or other indentions.
- B. Place concrete repair materials in strict accordance with manufacturer's instructions.

1. Deposit concrete repair materials in a continuous operation to a maximum thickness of 2 inches. If multiple lifts are required, allow each lift to set prior to application of additional lifts.
  2. Place concrete repair materials to create tapers, fill voids and rebuild damaged and removed areas and to provide a level plane.
  3. Concrete repair materials shall have a finished appearance to match the adjacent surface finish, level, texture, and color.
- C. Provide temporary protection from premature drying, extremes in temperatures, rapid temperature changes, and inclement weather conditions until completion of curing as recommended by the material manufacturer.

### 3.03 CLEANING EXISTING EXTERIOR WALL SURFACES (ALL AREAS)

- A. Pressure Steam Cleaning: Apply pressure (less than 100 psi) to concrete surfaces maintaining uniform depth and surface texture throughout. Brush, spray or hand wash to remove dirt, debris, efflorescence and other foreign materials.

### 3.04 DEFECTIVE WORK

- A. General: Refinish, or remove and replace material surfaces that are unsuitable/improper concrete surface profile (CSP) to receive finish coating, or where physical properties do not meet specified requirements, as determined by the Owner's Representative.

### 3.05 UNIT PRICED QUANTITIES

- A. In accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities, the Contractor shall maintain a log of all repair unit priced quantities used based on contract requirements.
- B. Contractor shall notify Owner in writing when 80% of quantity is used for each unit price item.
- C. Provide photograph or videotape documentation of repairs.
- D. Locate quantities and show their locations on the applicable drawings.
- E. Provide actual used quantities on each Application for Payment request.

END OF SECTION 03 90 08

**SECTION 03 92 00**  
**CONCRETE RESURFACING**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Base Bid work includes application of concrete resurfacing for the exterior wall surfaces of the entire, exposed surfaces of the retaining wall.
  - 1. Polymer modified shrinkage compensated, cement-based mortar for repair and resurfacing of existing concrete substrate, suitable for vertical and horizontal surfaces.
- B. Limited concrete repairs and cleaning shall be included to provide a suitable substrate in accordance with Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope.
- C. Testing and certification of compatibility of the existing materials and the suitability of the new resurfacing mortar is required prior to commencing. Manufacturer must make site visit and confirm in writing.

1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- F. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- G. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- H. Section 07 62 01: Lead Coated Copper Flashing and Trim
- I. Section 07 92 10: Sealants for Building Envelope

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.

- B. No work will begin until all submittals have been received and approved and Pre-Construction Conference has been completed.
- C. Product Data: For each type of product indicated. Include material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.
- D. Qualification Data: For installers and manufacturers.
  - 1. For products required to be installed by workers approved by product manufacturers, include letters of acceptance by product manufacturers certifying that installers are approved to apply their products.
- E. Material Certificates: For each type of product indicated, signed by manufacturers.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for bonding agents patching mortars and epoxy adhesives.
- G. Rehabilitation Program: For each phase of rehabilitation process, including protection of surrounding materials and Project site during operations. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.
- H. Field Mock-Up: Complete 5 foot by 5 foot sample to show surface preparation, material application and finish texture. Construct sample installation at jobsite.
- I. Safety Data Sheets (SDS): Submit Safety Data Sheets with each specification section and include with Safety Plan.

#### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Installer that employs workers trained and approved by manufacturer to apply concrete patching and rebuilding resurfacing materials.
- B. Manufacturer Qualifications: Manufacturer that employs factory-trained representatives who are available for consultation and Project-site inspection.
- C. Source Limitations: Obtain concrete patching and resurfacing materials each through one source from a single manufacturer.
  - 1. If a single manufacturer is not sourced, provide letter from each manufacturer stating materials are acceptable and compatible.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.

- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- C. Store cementitious materials off the ground, under cover, and in a dry location. Protect from direct sunlight.
- D. Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.

#### 1.06 PROJECT CONDITIONS

- A. Cold-Weather Requirements for Cementitious Materials: Subject to additional limitations as required by the material manufacturer comply with the following procedures:
  - 1. When air temperature is below 40 deg F, heat patching material ingredients and existing concrete to produce temperatures between 40 and 90 deg F.
  - 2. When mean daily air temperature is between 25 and 40 deg F cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.
  - 3. When mean daily air temperature is below 25 deg F provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.
- B. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F and above.

#### 1.07 WARRANTY

- A. Contractor and manufacturer warranties shall be exclusive and independent of each other. Each warranty shall be issued directly to the Owner and dated as noted below.
- B. Furnish the Three-Year Contractor Warranty as provided in Section 01 20 45, Three-Year Contractor Warranty. The warranty period shall be not less than 3 years from the date of substantial completion.
  - 1. If the Contractor fails to perform repairs within 72 hours of written notification, the warranty will not be voided because of work being performed by others to repair deficiencies/failures regardless of manufacturer's warranty to the contrary.



## **PART 2 - PRODUCTS**

### **2.01 RESURFACING MORTAR**

#### **A. Resurfacing Mortar, General:**

1. Unless otherwise indicated, use any of the products specified in this Article.
2. Vertical Resurfacing Mortar: For vertical repairs, use resurfacing mortar recommended by manufacturer for vertical use and as specified in this Article.

#### **B. Cementitious Resurfacing Mortar**

1. Polymer modified and shrinkage compensated, hydraulic cement based one component concrete resurfacer.
2. Performance and Physical Properties at 73 degrees F and 50 percent relative humidity:
  - a. Compressive Strength, ASTM C 109 (Air Cured): 1000 psi at 24 hours and 4000 psi at 28 days
  - b. Walk on Time: 6 hours
  - c. Drive on Time: 24 hours
  - d. Color: Gray

### **2.02 MIXES**

#### **A. Mix products, in clean containers, according to manufacturer's written instructions.**

1. Add clean silica sand and coarse aggregates to products only as recommended by manufacturer.
2. Do not add water, thinners, or additives unless recommended by manufacturer.
3. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
4. Do not mix more materials than can be used within recommended open time. Discard materials that have begun to set.

#### **B. Dry-Pack Mortar: Mix with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.**

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.
- B. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas and landscaping from contact due to mixing and handling of materials.
- C. Locate at least three reinforcing bars using a pachometer, and drill test holes to determine depth of cover. Calibrate pachometer, using depth of cover measurements, and verify depth of cover in removal areas using pachometer.

### **3.02 PREPARATION**

- A. Protect people, motor vehicles, equipment, utilities, surrounding construction, Project site, plants, and surrounding buildings from injury resulting from concrete resurfacing work.
  - 1. Protect adjacent equipment and surfaces by covering them with heavy polyethylene film and waterproof masking tape. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
  - 2. Erect adequate safety guards to protect utilities from damage, and to isolate workers from hazards associated with utilities.
  - 3. Neutralize and collect alkaline and acid wastes according to requirements of authorities having jurisdiction, and dispose of by legal means off Owner's property.
  - 4. Dispose of runoff from wet 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.
- B. Surface Preparation:
  - 1. Comply with manufacturer's current printed instructions and the following:
  - 2. All concrete and masonry substrates must be structurally sound, solid, dry, and thoroughly clean and free of any form release, sealers or paints, patching compounds, dust, dirt, oils and any other contaminant that could act as a bond breaker. Coordinate cleaning with of concrete surfaces with Section 03 09 08, Polymer Modified Concrete Restoration for Building Envelope. Notify Consultant/Engineer if low-pressure steam cleaning does not provide suitable cleaning. High-pressure (3,500 psi) power washing may be used to remove dust, dirt and debris, though the concrete must be allowed to dry

thoroughly before proceeding. Overwatered, frozen or otherwise weak concrete surfaces must also be cleaned down to sound, solid concrete by mechanical means. Acid etching and the use of sweeping compounds and solvents are not acceptable. The use of sanding equipment is not an effective method to remove curing and sealing compounds. Clean debris out of expansion joints and tape or mask the joints off to prevent resurfacing material from filling the joint. Use a lawn edger to clean around the walk or driveway, as well as around planter boxes and landscaped areas. Substrates must be dry for successful installation.

- a. Manual Cleaning of Debris from Surface: Wash, sweep, scrape, chip, or grind the surface to removed loose concrete and foreign materials such as paint, greasy residue, algae, mildew, or other materials which may be stuck to the substrate.
  3. All cracks, spalls, holes, gouges, or other damages to substrate must be repaired prior to installing resurfacing mortar.
    - a. Where minor patching or filling small holes cannot be achieved with resurfacing mortar, repair in accordance with Section 03 09 08 , Polymer Modified Concrete Restoration for Building Envelope. Repair areas shall be allowed to cure prior to application of resurfacing mortar.
  4. Control joints/expansion joints must be maintained through the resurfacing mortar. Do not fill control/expansion joints with resurfacing materials.
  5. Prepare, clean, and fill dormant cracks per manufacturer's recommendations prior to application of resurfacing mortar.
  6. Section off work in areas no larger than approximately 100sqft, unless larger areas are allowed by manufacturer. Control joints shall be used to section work areas.
- C. Reinforcing Bar Preparation: Remove loose and flaking rust from reinforcing bars by wire brushing until only tightly bonded light rust remains.
1. Where section loss of reinforcing bar is more than 30 percent, or 20 percent in 2 or more adjacent bars, cut bars and remove and replace as directed by Engineer. Remove additional concrete as necessary to provide at least 3/4-inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings.

### 3.03 MIXING

- A. General: Comply with manufacturer's written instructions and recommendations for mixing of products, and the following:

1. Refer to manufacturer’s instructions and technical data sheet for recommended water to material mixing ratio.
2. Mix using a 1/2” low speed heavy-duty mixing drill with mixing paddle. Add powder to water and mix to a uniform, lump-free consistency. Add water sparingly to reach desired consistency. **DO NOT OVERWATER.**

### 3.04 APPLICATION

- A. General: Comply with manufacturer's written instructions and recommendations for application of products, including surface preparation.
- B. Resurfacing Mortar: Unless otherwise recommended by manufacturer, apply as follows:
  1. Provide manufacturer’s recommended primer or bonding agent before proceeding with installation.
  2. Avoid applying if rain is expected within 8 hours or freezing temperatures could occur within 24 hours of application. These conditions can alter the appearance and performance of the resurfacing mortar and may be subject to rejection by Consultant/Engineer.
  3. Install using traditional concrete repair techniques, including use of a steel trowel/or broom to achieve desired finish.
  4. Pour the mix onto an area of concrete and flat trowel, squeegee or broom it onto the surface while applying enough pressure to ensure good dressing-to-concrete contact. Maintain a “wet edge” during installation to help minimize natural color variations that can occur between sections.
  5. Immediately apply a light broom-finish to achieve the desired texture, working in areas small enough to permit finishing without walking on the freshly installed dressing. Strictly adhere to working times of resurfacing mortar for applying desired texture.
  6. For vertical surfaces such as walls or stair faces, trowel, brush or spray the dressing using a hopper gun directly onto the prepared area. Smooth or brush the material to the desired finish.
  7. Keep temperature over 50-degrees F for 24 hours after finishing. During extreme wind and sun conditions, moist cure with a water fog spray twice daily for 24-48 hours after application.

### 3.05 Cleaning

- A. Remove excess material before it cures. If material has cured, remove using methods that will not damage substrate.

3.06 UNIT PRICED QUANTITIES

- A. In accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities, the Contractor shall maintain a log of all repair unit priced quantities used based on contract requirements.
- B. Contractor shall notify Owner in writing when 80% of quantity is used for each unit price item.
- C. Provide photograph or videotape documentation of repairs.
- D. Locate quantities and show their locations on the applicable drawings.
- E. Provide actual used quantities on each Application for Payment request.

END OF SECTION 03 92 00

## SECTION 07 14 09

### REPAIR TO WATERPROOFING SYSTEM WITH PAVER/PEDESTAL ASSEMBLY

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Base Bid includes repairs to existing waterproofing system with modified bitumen, fluid applied, waterproofing system at paver/pedestal system adjacent to concrete stairs at locations indicated on the drawings including all penetrations and terminations.
  - 1. Minimum 120 mils hot rubberized asphalt for base coat, polyester reinforcing and minimum 90 mils top coat.
  - 2. Assembly to include manufacturer's protection board and a drainage mat.
  - 3. Extruded polystyrene insulation board over a drainage mat for plaza deck application. Re-use existing insulation. Provide 20% new materials to match existing.
  - 4. A two-ply base flashing system of neoprene or modified bitumen base material.
- B. Acceptable Waterproofing Manufacturers Systems:
  - 1. Carlisle, CCW-500-R
  - 2. CETCO, Strata Seal HR
  - 3. Hydrotech, Monolithic Membrane 6125
  - 4. Soprema, Sopra-Seal H
- C. Wind Uplift:
  - 1. The paver pedestal system shall adhere to the requirements of ANSI/SPRI, RP-4, independent of the waterproofing membrane being fully adhered to the concrete deck.
- D. As a minimum, flood test all waterproofing areas in accordance with ASTM D 5957.

##### 1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.

**Repair to Waterproofing System with Paver/Pedestal Assembly**  
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- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- F. Section 03 92 00: Concrete Resurfacing
- G. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- H. Section 07 62 01: Lead Coated Copper Flashing and Trim
- I. Section 07 92 10: Sealants for Building Envelope

### 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.
- B. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):
  - 1. ANSI/SPRI RP-4 (2002) Wind Design Guide for Ballasted Single Ply Roofing Systems.
  - 2. ANSI/SPRI RP-14 (2010) Wind Design Standard for Vegetative Roofing Systems
- C. ASTM INTERNATIONAL (ASTM):
  - 1. ASTM C 836 (2018) High Solids Content, Cold Liquid Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
  - 2. ASTM C 957 (2017) High Solids Content, Cold Liquid Applied Elastomeric Waterproofing Membrane with Intergral Wearing Surface.
  - 3. ASTM D 1056 (2014) Flexible Cellular Materials – Sponge or Expanded Rubber.
  - 4. ASTM D 1751 (2018) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
  - 5. ASTM D 1752 (2018) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

6. ASTM D36 (2014) Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
7. ASTM D 5329 (2016) Standard Test Methods for Sealants and Fillers, Hot-Applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements
8. ASTM D 5957 (2013) Standard Guide for Flood Testing Horizontal Waterproofing Installations
9. ASTM D 896 (2017) Standard Practice for Resistance of Adhesive Bonds to Chemical Reagents
10. ASTM E 96 / E 96 M (2016) Standard Test Methods for Water Vapor Transmission of Materials

D. INTERNATIONAL CODE COUNCIL

1. IBC (2018) International Building Code

E. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA):

1. The NRCA Vegetative Roof Systems Manual, 2017 Edition.

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
- B. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials. Submit detail showing extent of existing waterproofing removal and detail of tie-in of new waterproofing system to existing.
- C. Product Data: Provide complete system/product literature for material description, physical properties, recommended storage conditions, shelf life, precautions, flexible flashings, joint cover sheet, and joint and crack sealants, with temperature range for application of waterproofing membrane.
- D. Manufacturer's Installation Instructions: Including special procedures and perimeter conditions requiring special attention and tie-in to existing waterproofing system.
- E. Applicator: Provide documentation for the following:
  1. Company shall specialize in performing the work of this section approved by manufacturer with five (5) years experience with hot-applied rubberize asphalt waterproofing system.
  2. The Contractor shall have completed five (5) plaza deck projects of a similar size in the last three (3) years.

**Repair to Waterproofing System with Paver/Pedestal Assembly**

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F. Information Card(s)

1. For each assembly, submit a photocopy or typewritten information card containing the information as listed at the end of this section.

G. Safety Data Sheets (SDS): Submit Safety Data Sheets with each specification section and include with Safety Plan.

1.05 QUALITY ASSURANCE

A. Qualifications of Applicator

1. Applicator shall be approved in writing by the system manufacturer and shall have a minimum of 5 years experience as an approved applicator with the manufacturer.
2. Contractor shall be certified/approved to provide the required warranty.
3. Applicator shall also have applied 5 installations of similar size and scope as this project, within the previous 3 years.

1.06 PRE-WATERPROOFING CONFERENCE

- A. Prior to starting application of the waterproofing membrane system, arrange and attend a pre-waterproofing conference to ensure a clear understanding of drawings and specifications. Give the Consultant/Engineer 7 days advance written notice of the time and place of the meeting. Ensure that the mechanical and electrical subcontractor, flashing and sheet metal subcontractor, and other trades that may perform other types of work on or over the membrane after installation, attend this conference.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's unopened and undamaged containers bearing the following information:
1. Name of manufacturer.
  2. Name of contents and products code.
  3. Net volume of contents.
  4. Lot or batch number.
  5. Storage temperature limits.
  6. Shelf life expiration date.

7. Mixing instructions and proportions of contents.
  8. Safety information and instructions.
  9. Store and protect materials from damage and weather in accordance with manufacturer's instructions.
- B. Store materials at temperatures between 50 and 90 degrees F (10 and 32 degrees C). Keep out of direct sunlight.

#### 1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply if ambient temperatures are expected to fall below 40 degrees F (5 degrees C) or if rain is expected before the application has time to cure.

#### 1.09 WARRANTY

- A. Contractor and manufacturer warranties shall be exclusive and independent of each other. Each warranty shall be issued directly to the Owner and dated as noted below.
- B. Furnish the Three-Year Contractor Warranty as provided in Section 01 20 45, Three-Year Contractor Warranty. The warranty period shall be not less than 3 years from the date of substantial completion.
1. If the Contractor fails to perform repairs within 72 hours of written notification, the warranty will not be voided because of work being performed by others to repair deficiencies/failures regardless of manufacturer's warranty to the contrary.
- C. Manufacturer's Warranty
1. Furnish manufacturer's no monetary limitation (no-dollar-limit) materials and workmanship warranty for the system. The warranty period shall be not less than 10 years from the date of substantial completion. The warranty shall be issued directly to the Owner. The warranty shall provide that if within the warranty period the system becomes non-watertight or shows evidence of failure, rupture or excess weathering due to deterioration of the system resulting from defective materials or installed workmanship the repair or replacement of the defective materials and correction of the defective workmanship shall be the responsibility of the manufacturer. Repairs that become necessary because of defective materials and workmanship while the system is under warranty shall be performed within 7 days after notification, unless additional time is approved by the Owner. Failure to perform repairs within the specified period of time will constitute grounds for having the repairs performed by others and the cost billed to the manufacturer.

## **PART 2 - PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Acceptable Waterproofing Manufacturers Systems:
  - 1. Carlisle, CCW-500-R
  - 2. CETCO, Strata Seal HR
  - 3. Hydrotech, Monolithic Membrane 6125
  - 4. Soprema, Sopra-Seal H

### **2.02 MEMBRANE COMPOUND MATERIAL**

- A. A primer and two-layer application in capsulated reinforcing system, specifically designed for application onto structural concrete surfaces for plaza deck systems is required.
- B. Contractor is to provide a waterproofing system, which adheres to this scope of work, and is installed in accordance with the manufacturer's printed instructions. Catalog data describing the specific coating system intended to be used, and application procedures; is required.
- C. New waterproofing material shall be compatible with existing waterproofing.

### **2.03 ACCESSORIES**

- A. Flashing Fabric: Polyester, non-woven, stitch or spun bonded, heat-set fabric to be used at all locations.
  - 1. Minimum 1.15 ounces.
- B. Prefabricated Drainage Course
  - 1. A composite drainage system consisting of a three-dimensional, crush-proof, drainage core and a filter fabric meeting the following physical properties.

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>VALUES</b>
<b>CORE:</b>		
Compressive Strength	ASTM D 1621	minimum -30,000 psf
Thickness	ASTM D 1777	-.25 in
Flow, Q @ 3600 psf & Hydraulic gradient of 1	ASTM D 4716	minimum -7 gpm/ft width
<b>FABRIC:</b>		
Flow	ASTM D 4491	Minimum -150 gpm/ft <sup>2</sup>

- C. Separation Sheet/Protection Course: (or approved equal)
  - 1. A fiberglass reinforced rubberized asphalt sheet.
  - 2. A fire resistant, fiberglass reinforced, granular surfaced, rubberized asphalt cap sheet.
  
- D. Insulation
  - 1. Contractor may re-use the existing extruded polystyrene insulation available at the site.
  - 2. Additional insulation shall be extruded polystyrene rigid board insulation meeting the following physical properties.
    - a. Insulation shall meet ASTM C 578, Type VI or VII.
    - b. Minimum compressive strength, ASTM D 1621, 60 psi.
    - c. Maximum water absorption by volume, ASTM C 272, 0.1%
    - d. Water vapor permeance for 1 inch product, ASTM E 96, 1.0 perm (max.) (63 ng/Pa/s/m<sup>2</sup>)
    - e. Insulation shall have an R value of 5.0 F ft<sup>2</sup> h/Btu/in. of thickness when tested at 75 degrees mean temperature in accordance with ASTM C 518.
    - f. Product shall be free of CFC's
  
- E. 20 gage, 304 stainless steel sheet metal.

#### 2.04 PAVER PEDISTAL SYSTEM

- A. An allowance of \$2,500 is to be included in the Base Bid for broken/missing components of the paver/pedestal system to be re-used.
  
- B. Pedestal Unit
  - 1. Made of high-density polyethylene or vulcanized rubber. The size of the pedestal shall match existing components.
  - 2. The pedestal unit shall be adjusted to ensure a level, uniform paver system.
  
- C. Pre-Cast Pavers
  - 1. Pre-Cast Pavers shall match existing by Manufacturer, size, thickness, material and color.

2. Pre-Cast Pavers: 20 units shall be included in the Base Bid to replace damaged, broken or cracked pavers.
  3. Existing pavers will be removed and stored by contractor and to be re-used and installed by Contractor.
- D. System shall adhere to ANSI/SPRI standards.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify substrate surfaces are durable, free of frozen matter, dampness, loose particles, cracks, pits, projections, or foreign matter detrimental to adhesion or application of waterproofing system.
- B. Verify that substrate surfaces are smooth, and not detrimental to full contact bond of waterproofing materials.

#### **3.02 PREPARATION**

- A. Care shall be taken during the preparation and application process.
  1. Contractor is responsible for any and all damages that result from the removal, preparation and application process.
  2. This applies to this property, its occupants and all surrounding properties.
  3. Protect adjacent surfaces not designated to receive waterproofing.
- B. Surface must be free of all contaminants and cleaned of all dirt, loose excess mortar/stucco or foreign materials.
  1. Chalking must be minimized to acceptable levels for proper application of primer and coating system.
  2. Existing waterproofing system shall be properly prepared to receive new waterproofing. Verify new and existing waterproofing are compatible prior to installation of new materials.
- C. Repair all cracked or damaged concrete surfaces of substrate.
  1. All cracks and voids shall be repaired/filled, and patching completed as necessary.
  2. See following criteria for repair of cracks in concrete surfaces.

## **Crack Size and Product Description**

### **And Method of Treatment**

.004-.010 (4-10 mils)	Hairline shrinkage cracks of this size will usually be filled by normal procedures.
.010-.032 (10-32 mils)	Elastomeric coatings will fill and span cracks up to 1/32 inch. A credit card width or greater needs to be treated with a manufacturers recommended filler material in a separate step.
.032-.125 (32-125 mils)	Cracks from 1/32 inch to 1/8 inch (125 mils) require treatment with the manufacturers recommended sealant applied in a 2 inch wide band, crowned at the center and feathered at the edges to conceal the repair.
.125-.250 (125-150 mils)	Cracks greater than 1/4-inch shall be brought to the attention of the Consultant/Engineer immediately. You shall repair these dimension cracks in accordance with Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope.
.250-.500 (250-500 mils)	Cracks greater than 1/2-inch shall be brought to the attention of the Consultant/Engineer immediately. You shall repair these dimension cracks in accordance with Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope.

### 3.03 SPECIAL PRECAUTIONS

- A. Protect waterproofing materials during transport and application. Do not dilute primers and other materials, unless specifically recommended by materials manufacturer. Keep containers closed except when removing contents. Do not mix remains of unlike materials. Thoroughly remove residual materials before using application equipment for mixing and transporting materials. Do not permit equipment on the project site that has residue of materials used on previous projects. Use cleaners only for cleaning, not for thinning primers or membrane materials. Ensure that workers and others who walk or rest on cured membrane wear clean, soft-soled shoes to avoid damaging the waterproofing materials.

### 3.04 APPLICATION

- A. Squeegee apply each application in accordance with manufacturer's instructions.

**Repair to Waterproofing System with Paver/Pedestal Assembly**

**07 14 09 - 9**

- B. Thoroughly work fluid applied materials into joints, crevices, and open spaces.
- C. Apply two coats of waterproofing material.
- D. Apply waterproofing material free of runs, drops, ridges, waves, laps, brush marks, and variations in color.
- E. Provide fabric reinforcing at all locations, including angle or directional changes.
- F. New drainage mat to be installed continuous with existing drainage mat to remain.

### 3.05 FIELD QUALITY CONTROL

- A. Moisture Test:
  - 1. As a minimum, prior to application of fluid-applied waterproofing, measure moisture content of substrate with a moisture meter in the presence of the Consultant/Engineer. An acceptable device is the Delmhorst Moisture Meter, Model BD7/2D/CS, Type 21E. Similar meters by other manufacturers, which are suitable for the purpose, may be used as approved by the Consultant/Engineer. Do not begin application until meter reading indicates “dry” range.
- B. Film Thickness:
  - 1. Measure wet film thickness every 100 square feet during application by placing flat metal plates on the substrate or using a mil-thickness gauge especially manufactured for the purpose.
- C. Flood Test:
  - 1. Complete flood test of all areas of new waterproofing work in accordance with ASTM D 5957 and provide a summary report of tests and documentation that all areas passed.

### 3.06 INFORMATION CARD(S)

- A. Install a photoengraved or etched aluminum information card (for exterior display) at location to be determined by Consultant/Engineer. Information listed on the Information Card is located at the end of this section
- B. A card shall be provided for each differing assembly and be a minimum size of 8-1/2 by 11 inches.
- C. Secure with removable stainless steel screws at approved location.
- D. A hard copy of each card is required in the Close-Out Documents.

END OF SECTION 07 14 09

**Repair to Waterproofing System with Paver/Pedestal Assembly**  
**07 14 09 - 10**

**REPAIR TO WATERPROOFING SYSTEM WITH PAVER/PEDESTAL ASSEMBLY  
INFORMATION CARD**

1. Contract Number: \_\_\_\_\_
2. Date Work Completed: \_\_\_\_\_
3. Project Specification Designation: \_\_\_\_\_
4. Substrate Material: \_\_\_\_\_
5. Slope of Substrate: \_\_\_\_\_
6. Drains Type/Manufacturer: \_\_\_\_\_
7. Waterproofing
  - a. Bitumen Based Waterproofing (hot rubberized)
  - b. Primer
  - c. Polyester Reinforcing Fabric (type and thickness)
  - d. Materials Manufacturer(s)
  - e. Base Flashing System
8. Insulation
  - a. Type
  - b. Thickness
  - c. Manufacturer's Name
9. Protection Board
  - a. a. Type
  - b. b. Thickness
  - c. c. Manufacturer's Name
10. Drainage Mat Material
11. Pedestal System
  - a. Type
  - b. Size
12. Paver System
  - a. Material
  - b. Thickness
  - c. Weight
  - d. Color/Finish
13. Statement of Compliance or Exception: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## SECTION 07 14 23

### FLUID APPLIED COATING FOR EXTERIOR WALLS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Work includes a fluid applied elastomeric coating system for the exterior wall surfaces at sides and underside of concrete support paver/pedestal system adjacent to entry stairs at locations indicated on drawings.
  - 1. Work also includes all required demolition, repairs and preparation to all substrates to receive coating system. Removal of all loose, flaky, blistering or otherwise deteriorated existing coating is required. Cleaning and preparation is further defined in Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope.
  - 2. The system shall include a primer, base coat and textured (to match existing) top coat. Reinforcing fabric is required at transitions and terminations.
  - 3. Testing and certification of compatibility of the existing materials and the suitability of the new coating system is required prior to commencing. Manufacturer must make site visit and confirm in writing.
  - 4. Repair procedures for substrates/surfaces are shown in the drawing details as a Three Step Process.
- B. Limited concrete repairs shall be included to provide suitable substrate in accordance with Section 03 90 08, Polymer Modified Concrete Restoration for Building Envelope.
- C. A set quantity is required as listed in Section 01 20 05, Abbreviated Scope of Work, Quantities. This quantity is to be included in the Base Bid as listed in Section 01 20 05, Abbreviated Scope of Work, Quantities. Any quantity above or below the set quantity amount shall result in an add or deduct to the Contract Sum based on the unit price provided.

##### 1.02 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.
- B. ASTM INTERNATIONAL (ASTM):
  - 1. ASTM C 836 (2018) High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
  - 2. ASTM C 957 (2017) High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with Integral Wearing Surface.

C. INTERNATIONAL CODE COUNCIL (ICC):

1. IBC (2018) International Building Code
2. IEBC (2018) International Existing Building Code

1.03 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- F. Section 03 92 00: Concrete Resurfacing
- G. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- H. Section 07 62 01: Lead Coated Copper Flashing and Trim
- I. Section 07 92 10: Sealants for Building Envelope

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
- B. No work will begin until all submittals have been received and approved and Pre-Construction Conference has been completed.
- C. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.
- D. Product Data: Provide data for material description, physical properties, recommended storage conditions, shelf life, precautions, flexible flashings, joint cover sheet, and joint and crack sealants, with temperature range for application of coating system.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. Testing and certification of compatibility of existing surfaces/finishes/substrates and new coating system.

- G. Applicator: Provide documentation for the following:
  - 1. Company specializing in performing the work of this section approved by manufacturer.
  - 2. The Contractor shall have completed three projects of a similar size and nature in the last three years.
- H. Contractor shall complete a minimum 100 SF section of repair as a mock-up for the Owner's review and approval.
- I. Administrative or Close-Out Submittals:
  - 1. Three-Year Contractor Warranty
  - 2. Manufacturer Warranty
  - 3. Information Card(s)
    - a. For each assembly, submit a photocopy or typewritten information card containing the information as listed at the end of this section.
- J. Safety Data Sheets (SDS): Submit Safety Data Sheets with each specification section and include with Safety Plan.

#### 1.05 PRE-INSTALLATION CONFERENCE

- A. Prior to starting application of coating system, arrange and attend a pre-installation conference to ensure a clear understanding of drawings and specifications. Give the Consultant/Engineer 7 days advance written notice of the time and place of the meeting. Ensure that the mechanical and electrical subcontractor, flashing and sheet metal subcontractor, and other trades that may perform other types of work on or over the membrane after installation, attend this conference.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's unopened and undamaged containers bearing the following information:
  - 1. Name of manufacturer.
  - 2. Name of contents and products code.
  - 3. Net volume of contents.
  - 4. Lot or batch number.
  - 5. Storage temperature limits.

6. Shelf life expiration date.
7. Mixing instructions and proportions of contents.
8. Safety information and instructions.
9. Store and protect materials from damage and weather in accordance with manufacturer's instructions.
10. Store materials at temperatures between 50 and 90 degrees F (10 and 32 degrees C). Keep out of direct sunlight.

#### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply if ambient temperatures are expected to fall below 40 degrees F (5 degrees C) or if rain is expected before the application has time to cure.

#### 1.08 WARRANTY

- A. Contractor and manufacturer warranties shall be exclusive and independent of each other. Each warranty shall be issued directly to the Owner and dated as noted below.
- B. Furnish the Three-Year Contractor Warranty as provided in Section 01 20 45, Three-Year Contractor Warranty. The warranty period shall be not less than 3 years from the date of substantial completion.
  1. If the Contractor fails to perform repairs within 72 hours of written notification, the warranty will not be voided because of work being performed by others to repair deficiencies/failures regardless of manufacturer's warranty to the contrary.
- C. Manufacturer's Warranty: Furnish manufacturer's no monetary limitation (no-dollar-limit) materials and workmanship warranty for the system. The warranty period shall be not less than 10 years from the date of substantial completion. The warranty shall be issued directly to the Owner. The warranty shall provide that if within the warranty period the system becomes non-watertight or shows evidence of failure, rupture or excess weathering due to deterioration of the system resulting from defective materials or installed workmanship the repair or replacement of the defective materials and correction of the defective workmanship shall be the responsibility of the manufacturer. Repairs that become necessary because of defective materials and workmanship while the system is under warranty shall be performed within 7 days after notification, unless additional time is approved by the Owner. Failure to perform repairs within the specified period of time will constitute grounds for having the repairs performed by others and the cost billed to the manufacturer.

## **PART 2 - PRODUCTS**

### 2.01 ACCEPTABLE MANUFACTURERS/SYSTEMS

- A. The below manufacturers and their listed systems including their primer, patch and crack repair materials are approved contingent on providing the specified warranty including the product being mildew resistant.

B. BASF Construction Chemicals – Master Builders Solutions

1. Primer: Required. Type as recommended by Manufacturer over existing materials/substrate.
2. MasterProtect EL 750: Two-coat system with base coat and finish coat.

C. Neogard

1. Primer: Required. Type as recommended by Manufacturer over existing material/substrate.
2. Neoflex System: Two-coat system with base coat and finish coat.

D. Sika Corporation

1. Primer: Required. Type as recommended by Manufacturer over existing materials/substrate.
2. Sika Elastic Base.
3. Sikagard 550 W Elastocolor: Two coat system with base coat and finish coat.

E. STO Corporation

1. Primer: Required. Type as recommended by Manufacturer.
2. Stolastic Smooth
3. Stolastic Sand/StoSilco Lastic: Two coat system with base coat and finish coat.

F. Other systems meeting the requirements of this section and a validated wall coating through SWRI may also be considered.

## 2.02 MEMBRANE COMPOUND MATERIAL

- A. A primer/sealer and two-coat elastomeric system, specifically designed for application onto stucco, concrete and parge coat surfaces is required. The color, texture application and finish are to match on all surfaces.
- B. Contractor is to provide a coating system, which adheres to this scope of work, and is installed in accordance with the manufacturer's printed instructions. Catalog data describing the specific coating system intended to be used, and application procedures; is required.

## 2.03 COATING SYSTEM FOR MINOR HORIZONTAL CONCRETE SURFACES

- A. May be same system or system recommended by same manufacturer but for specific substrate and horizontal application.

## 2.04 ACCESSORIES

- A. Surface Primer: Manufacturers, recommended solvent based masonry primer.
- B. Foundation and Saturation Coats: Foundation or filler coat (highly flexible, water based acrylic emulsion coating; for moving cracks.
- C. Flashing Fabric: Polyester, non-woven, stitch bonded, heat-set fabric to be used at all locations.
- D. Sealants accordance with Section 07 92 10, Sealants for Building Envelope and approved by coating manufacturer.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify substrate surfaces are durable; free of frozen matter, dampness, loose particles, cracks, pits, projections, or foreign matter detrimental to adhesion or application of coating system.
- B. Verify that substrate surfaces are smooth, and not detrimental to full contact bond of coating materials.

### 3.02 PREPARATION

- A. Care shall be taken during the preparation and application process.
- B. Contractor is responsible for any and all damages that result from the removal, preparation and application process.
- C. This applies to this property, its occupants and all surrounding properties.
- D. Protect adjacent surfaces not designated to receive coating system.
- E. Surface must be free of all contaminants and cleaned of all dirt, loose excess mortar/stucco or foreign materials.
- F. Chalking must be minimized to acceptable levels for proper application of primer and coating system.
- G. Repair all damaged concrete and parge coat surfaces necessary to seal exterior of building.

- H. All cracks and voids shall be filled and patching completed as necessary.
- I. See following criteria for repair of cracks in concrete surfaces. Also see drawings for Three Step Details.

#### Crack Size and Product Description

##### And Method of Treatment

.004-.010 (4-10 mils)	Hairline shrinkage cracks of this size will usually be filled by normal procedures.
.010-.032 (10-32 mils)	Elastomeric coatings will fill and span cracks up to 1/32 inch. A credit card width or greater needs to be treated with a manufacturers recommended filler material in a separate step.
.032-.125 (32-125 mils)	Cracks from 1/32 inch to 1/8 inch (125 mils) require treatment with the manufacturers recommended sealant applied in a 2 inch wide band, crowned at the center and feathered at the edges to conceal the repair.
.125-.250 (125-150 mils)	Cracks greater than 1/4-inch shall be brought to the attention of the Consultant/Engineer immediately. Repair these dimension cracks.
.250-.500 (250-500 mils)	Cracks greater than 1/2-inch shall be brought to the attention of the Consultant/Engineer immediately. Repair these dimension cracks.

### 3.03 SPECIAL PRECAUTIONS

- A. Protect coating system materials during transport and application. Do not dilute primers and other materials, unless specifically recommended by materials manufacturer. Keep containers closed except when removing contents. Do not mix remains of unlike materials. Thoroughly remove residual materials before using application equipment for mixing and transporting materials. Do not permit equipment on the project site that has residue of materials used on previous projects. Use cleaners only for cleaning, not for thinning primers or membrane materials. Ensure that workers and others who walk or rest on cured membrane wear clean, soft-soled shoes to avoid damaging the coating system materials.

### 3.04 APPLICATION

- A. Roll, or brush apply coating in accordance with manufacturer's instructions.
- B. Thoroughly work coating materials into joints, crevices, and open spaces.

- C. Apply primer and two coats of coating material at a total rate of 180 sq ft/gal (4.3 sq m/L) to a minimum thickness of 5 mils (0.12 mm) per coat, minimum 20 mils dry film thickness for coating system.
- D. Apply coating material free of runs, drips, ridges, waves, laps, brush and/or roller marks, and variations in color.
- E. Make all pulls/drops of coating in same direction as necessary to maintain a consistent finish.
- F. Provide fabric reinforcing at all angle or directional changes.
- G. Provide coating a minimum of 2 inches below original grade.

### 3.05 FIELD QUALITY CONTROL

- A. Moisture Test - Prior to application of fluid-applied coating, measure moisture content of substrate with a moisture meter in the presence of the Consultant/Engineer. An acceptable device is the Delmhorst Moisture Meter, Model BD7/2D/CS, and Type 21E. Similar meters by other manufacturers, which are suitable for the purpose, may be used as approved by the Consultant/Engineer. Do not begin application until meter reading indicates “dry” range.
- B. Film Thickness - Measure wet film thickness every 100 square feet during application by placing flat metal plates on the substrate or using a mil-thickness gauge especially manufactured for the purpose.
- C. Do not apply coating during inclement weather conditions or when inclement weather is forecasted. This includes low ambient temperature. Do not install when temperatures are within 5 degrees of dew point or at or below 32 degrees unless product is specifically suitable for such use.

### 3.06 INFORMATION CARD(S)

- A. Install a photoengraved or etched aluminum information card (for exterior display) at location to be determined by Consultant/Engineer. Information listed on the Information Card is located at the end of this section
- B. A card shall be provided for each differing assembly and be a minimum size of 8-1/2 by 11 inches.
- C. Secure with removable stainless steel screws at approved location.
- D. A hard copy of each card is required in the Close-Out Documents.

### 3.07 UNIT PRICED QUANTITIES

- A. In accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities, the Contractor shall maintain a log of all repair unit priced quantities used based on contract requirements.



- B. Contractor shall notify Owner in writing when 80% of quantity is used for each unit price item.
- C. Provide photograph or videotape documentation of repairs.
- D. Locate quantities and show their locations on the applicable drawings.
- E. Provide actual used quantities on each Application for Payment request.

END OF SECTION 07 14 23

**FLUID APPLIED COATING FOR EXTERIOR WALLS INFORMATION CARD**

1. Contract Number: \_\_\_\_\_
  2. Building Number and Location: \_\_\_\_\_
  3. Project Specification Number: \_\_\_\_\_
  4. Substrate:
    - a. Type: \_\_\_\_\_
  5. Repair Materials:
    - a. Type: \_\_\_\_\_
    - b. Manufacturer: \_\_\_\_\_
  6. Sealants:
    - a. Type: \_\_\_\_\_
    - b. Manufacturer (Name / Address / Phone No.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  7. Primer:
    - a. Type: \_\_\_\_\_
    - b. Manufacturer (Name / Address / Phone No.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  8. Base Coat Application:
    - a. Type: \_\_\_\_\_ b. Mil Thickness (Dry): \_\_\_\_\_
    - c. Method: (spray/trowel/brush)
    - d. Manufacturer (Name / Address / Phone No.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  9. Reinforcing:
    - a. Type: \_\_\_\_\_ b. Weight: \_\_\_\_\_
    - c. Manufacturer: \_\_\_\_\_
  10. Top Coat:
    - a. Type: \_\_\_\_\_ b. Mil Thickness (Dry): \_\_\_\_\_
    - c. Method: (spray/trowel/brush)
    - d. Manufacturer: \_\_\_\_\_
  12. Date System Completed: \_\_\_\_\_ 13. Warranty Period: \_\_\_\_\_
  14. Coating Contractor (Name / Address / Phone No.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  15. Prime Contractor (Name / Address / Phone No.): \_\_\_\_\_  
\_\_\_\_\_
- Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 07 62 01

### LEAD-COATED COPPER FLASHING AND TRIM

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This Section includes shop and field-formed copper accessories and trim, for the retaining wall coping.
- B. General Requirements:
  - 1. All sheet metal components shall have a positive slope, a continuous waterproof underlayment with hemmed edges locked onto continuous cleats.
  - 2. Sheet metal laps shall be a minimum of 4 inches with 2 strips of butyl tape within the lap.
  - 3. Sheet metals extending into wall assemblies shall have side and end dams with a complete waterproof seal to the adjoining surface and watershedding transition details.
  - 4. Provide sheet metal flashings/umbrella for handrail penetrations.
- C. Coordinate this section with Section 07 14 09, Repair to Waterproofing System with Paver/Pedestal Assembly.

##### 1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- F. Section 03 92 00: Concrete Resurfacing
- G. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- H. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- I. Section 07 92 10: Sealants for Building Envelope

##### 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.

- B. AMERICAN IRON AND STEEL INSTITUTE (AISI):
  - 1. AISI SG-973 (1996) Specification for the Design of Cold-Formed Steel Structural Members.
- C. ASTM INTERNATIONAL (ASTM):
  - 1. ASTM B 101 (2019) Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction
  - 2. ASTM B 32 (2014) Solder Metal
  - 3. ASTM B 370 (2019) Copper Sheet and Strip for Building Construction
  - 4. ASTM D 1970 / D 1970 M (2019) Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
  - 5. ASTM D 4586 / D 4586 M (2018) Standard Specification for Asphalt Roof Cement, Asbestos-Free
  - 6. ASTM E 1592 (2017) Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Difference.
- D. COPPER DEVELOPMENT ASSOCIATION (CDA):
  - 1. Copper Brass Bronze Design Handbook.
  - 2. Sheet Copper Applications.
  - 3. Copper in Architecture Handbook
- E. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):
  - 1. FEMA, Metal Roof Systems in High Wind Regions, April 2009.
- F. FEDERAL SPECIFICATION (FS):
  - 1. FS TT-S-001657 – Sealing Compound, Butyl Rubber Based, Solvent Release Type (For Buildings and Other Types of Construction)
  - 2. FS TT-S-00230 (Rev. C) Sealing Compound, Elastomeric Type, Single component (For caulking, sealing, and glazing in buildings and other structures.
- G. INTERNATIONAL CODE COUNCIL (ICC):
  - 1. IBC (2018) International Building Code
  - 2. IEBC (2018) International Existing Building Code

H. NATIONAL ROOFING CONTRACTOR’S ASSOCIATION (NRCA):

1. The NRCA Architectural Sheet Metal and Metal Roofing Manual, 2006 Edition.

I. REVERE COPPER PRODUCTS, INC.:

1. Copper and Common Sense, Eighth Edition

J. SHEET METAL & AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA):

1. Architectural Sheet Metal Inspection Guide, Sheet Metal and Air Conditioning Contractors’ National Association, Inc. (SMACNA), 2004.
2. Architectural Sheet Metal Manual 7th Edition, Sheet Metal and Air Conditioning Contractors’ National Association, Inc. (SMACNA), 2012.
3. Architectural Sheet Metal Quality Assurance Guide, Sheet Metal and Air Conditioning Contractors’ National Association, Inc. (SMACNA), 2015.
4. SMACNA - Standard Practices in Sheet Metal, 1929

K. UNDERWRITERS' LABORATORIES (UL):

1. UL, 580 (Latest Edition) Standards for Tests for Wind-Uplift Resistance of Roof Assemblies.

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
- B. No work will begin until all submittals have been received and approved and Pre-Construction Conference has been completed.
- C. Product data, Flashing, Metal, and Accessories: Manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.
- D. Samples of the following flashing, sheet metal, and accessory items:
  1. 6 or 12-inch-square samples of specified sheet materials to be exposed as finished surfaces.
  2. 6 or 12-inch-long samples of factory-fabricated products exposed as finished work. Provide complete with specified factory finish.

- E. Shop drawings showing layout, profiles, methods of joining, expansion joint locations and anchorage details, including major counterflashings, trim/fascia units, gutters, downspouts, scuppers, and expansion joint systems. Provide layouts at 1/4-inch scale and details at 3-inch scale.
  - 1. Show locations of handrail posts/sleeves on shop drawings.
- F. Safety Data Sheets (SDS): Submit Safety Data Sheets with each specification section and include with Safety Plan.

#### 1.05 QUALITY ASSURANCE

- A. Qualifications of Applicator
- B. Applicator shall be approved in writing by the system manufacturer and shall have a minimum of 5 years experience as an approved applicator with the manufacturer.
- C. Contractor shall be certified/approved to provide the required warranty.
- D. Applicator shall also have applied 5 installations of similar size and scope as this project, within the previous 3 years.

#### 1.06 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

#### 1.07 WARRANTY

- A. Contractor and manufacturer warranties shall be exclusive and independent of each other. Each warranty shall be issued directly to the Owner and dated as noted below.
- B. Furnish the Three-Year Contractor Warranty as provided in Section 01 20 45, Three-Year Contractor Warranty. The warranty period shall be not less than 3 years from the date of substantial completion.
  - 1. If the Contractor fails to perform repairs within 72 hours of written notification, the warranty will not be voided because of work being performed by others to repair deficiencies/failures regardless of manufacturer's warranty to the contrary.

### **PART 2 - PRODUCTS**

#### 2.01 FLASHING AND TRIM MATERIALS –LEAD-COATED COPPER

- A. Copper: ASTM B 370; temper H00 (cold-rolled) except where temper 060 is required for forming 16 oz. (0.0216-inch thick) for flashings and 20 oz for coping.

B. Lead Coating:

1. Lead coated copper is specified, copper shall be coated on both sides with lead weighing 6 to 7-1/2 pounds per 100 sq. ft. for each side.
2. Lead coated sheet shall conform to ASTM B 101, Type 1, Class A.
3. Weights of lead-coated copper specified shall be weights of sheet copper exclusive of lead coating.

C. Miscellaneous Materials and Accessories:

1. Solder: Provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.
2. Fasteners: Same metal as flashing/sheet metal or stainless steel metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
  - a. All attachment of clips and cleats shall use flat-head screws, stainless steel.
3. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non-drying, nonmigrating sealant.
4. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Section 07 92 10, Sealants for Building Envelope.
5. Flux:
  - a. Flux shall be muriatic acid killed with zinc or approved brand of soldering flux.
  - b. Acid shall be thoroughly washed off after soldering is completed.
6. Waterproof Underlayment
  - a. A smooth surfaced, self-adhering modified bitumen meeting ASTM D 1970 / D 1970 M.
7. Paper Slip Sheet: 4 to 6-lb. rosin-sized building paper.
8. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non-drying, nonmigrating sealant.
9. Reglets: Units of type and profile indicated, compatible with copper, noncorrosive.
10. Metal Accessories: Provide clips, straps, anchoring devices, and similar accessory units as required for installation of work, noncorrosive, size and gauge required for performance.

## 2.02 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details provided and with applicable requirements of Copper Development Association (CDA) "Copper in Architecture Handbook" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed copper work without excessive oil canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder. Rivet joints for additional strength where required. Coordinate location of seams such that they do not align with handrail posts.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints). Expansion joints not to exceed 30 feet on center. Coordinate with handrail posts such that expansion joints do not align with posts.
- D. Sealant Joints: Where movable, nonexpansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with CDA standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

## PART 3 - EXECUTION

### 3.01 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with CDA "Copper in Architecture Handbook". Anchor units of work securely in place by methods indicated, providing for thermal expansion of units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Underlayment: Install a slip-sheet of red rosin paper on a heat resistant, waterproof underlayment under all locations.
- C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Install reglets to receive counterflashing in manner and by methods indicated. Install a heat resistant, waterproof underlayment under all locations.



- E. Install counterflashing in reglets, either by snap-in seal arrangement or by soldering in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.
- F. Install elastic flashing in accordance with manufacturer's recommendations. Where required, provide for movement at joints by forming loops or bellows in width of flashing. Locate cover or filler strips at joints to facilitate complete drainage of water from flashing. Seam adjacent flashing sheets with adhesive, seal and anchor edges in accordance with manufacturer's recommendations.

### 3.02 SPECIFIC COMPONENTS

#### A. Copings:

- 1. Form the flashing to the required shapes before installation. Provide 4 inch vertical face, minimum, unless otherwise indicated.
- 2. Metal work shall adhere to details shown.
- 3. All inside and outside corners and termination pieces shall be shop fabricated.
- 4. Install continuous cleats on interior and exterior sides.
- 5. Cleats and locking clips to be one gage/increment thicker than metal being attached, using flat/pan head, stainless steel screws.
- 6. Joint methods shall be as indicated on drawings.
- 7. Copings shall have continuous, firm support using non-hygroscopic materials, sloped to provide positive drainage.

#### B. Closure Conditions:

- 1. Provide prefabricated sheet metal closures at all flashing terminations to ensure a watertight condition.
- 2. A minimum three inches of coverage between the components shall be provided.

### 3.03 CLEANING AND PROTECTION

- A. Clean exposed copper surfaces, removing substances that might cause discoloration of metal.
- B. Protection: Advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

- C. Any wood, nailers or other rough carpentry using Copper Azole (CA), Alkaline Copper Quaternary (ACQ) or Micronized Copper Quaternary (MCQ) treatment will require verification of the following:
1. Separation of metal roof, metal wall and sheet metal from the roof carpentry.
  2. Type of fasteners acceptable for attachment into these woods (such as stainless steel).
  3. Fasteners for wood to wood connectors.
  4. Fasteners thru metal into wood.

END OF SECTION 07 62 01

## SECTION 07 92 10

### SEALANTS FOR BUILDING ENVELOPE

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Work in this section includes removal and replacement of all exterior sealant systems of building envelope for this project including:
  - 1. Wall Assemblies
  - 2. Wall Penetrations
  - 3. Sheet Metal/Lead-Coated Copper
- B. General Guidelines:
  - 1. Joints shall not be less than 1/4-inch in width and not greater than 1 1/4-inch in width.
  - 2. Joint width shall be 4 times greater than anticipated movement.

##### 1.02 RELATED DOCUMENTS

- A. The drawings and the provisions of the Instructions to Bidders, General Conditions, and Supplementary Conditions of these specifications shall govern work under this Section.
- B. Section 01 20 05: Abbreviated Scope of Work
- C. Section 02 04 00: Cutting and Patching
- D. Section 02 05 00: Demolition and Removal
- E. Section 03 90 08: Polymer Modified Concrete Restoration for Building Envelope
- F. Section 03 92 00: Concrete Resurfacing
- G. Section 07 14 09: Repair to Waterproofing System with Paver/Pedestal Assembly
- H. Section 07 14 23: Fluid Applied Coating for Exterior Walls
- I. Section 07 62 01: Lead Coated Copper Flashing and Trim

##### 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced, and to provide any clarifications for issues not covered within this specification.

B. ASTM INTERNATIONAL (ASTM):

1. ASTM C 717 (2018) Standard Terminology of Building Seals and Sealants
2. ASTM C 920 (2018) Elastomeric Joint Sealants
3. ASTM C 1193 (2016) Standard Guide for Use of Joint Sealants
4. ASTM C 1382 (2016) Standard Test Method for Determining Tensile Adhesion Properties of Sealants When Used in Exterior Insulation and Finish Systems (EIFS) Joints
5. ASTM C 1472 (2016) Standard Guide for Calculating Movement and Other Effects When Establishing Sealant Joint Width
6. ASTM C 1481 (2017) Standard Guide for Use of Joint Sealants with Exterior Insulation and Finish Systems (EIFS)
7. ASTM E 2099 (2014) Standard Practice for the Specification and Evaluation of Pre-Construction Laboratory Mockups of Exterior Wall Systems

C. INTERNATIONAL CODE COUNCIL (ICC):

1. IBC (2018) International Building Code
2. IEBC (2018) International Existing Building Code

D. SEALANT WATERPROOFING RESTORATION INSTITUTE (SWRI):

1. Sealants: The Professional's Guide, 2013.
2. Validation Program

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01 20 05, Abbreviated Scope of Work, Submittals.
- B. No work will begin until all submittals have been received and approved and Pre-Construction Conference has been completed.
- C. Manufacturer's Catalog Data
  1. Sealants
  2. Tapes
    - a. Butyl
    - b. Preformed

3. Primers
4. Backstop materials
5. Data for the sealants shall include shelf life, recommended cleaning solvents, modulus and type cure.

D. Manufacturer's Standard Color Chart

1. Sealants:
  - a. Submit color for each varying surface color.

E. Manufacturer's Instructions

1. Sealants/Tapes: Submit application instructions, precautions and mixing instructions for multi-component sealants.

F. Samples

1. Sealants: Submit one tube of each color for each sealant type to be used.

G. Sample Installations – Mock-Up:

1. Finished Joint:
  - a. Before sealant work is started, submit a sample of each type of finished joint where directed.
  - b. Sample shall show the workmanship, bond and color of sealant.
  - c. The workmanship, bond and color of sealant throughout the project shall match the approved sample joints.

H. Certificates of Compliance or SWRI Validation Program

1. Sealants – Liquid Sealants
2. Tapes – Pre-cured Silicone
3. Tapes – Butyl
4. Primers
5. Bond breakers
6. Backstops

7. Submit certificates from the manufacturers attesting that materials meet the specified requirements and compatible for specified use. For liquid sealants and pre-cured sealants, SWRI Validation will be accepted.

- I. Safety Data Sheets (SDS): Submit Safety Data Sheets with each specification section and include with Safety Plan.

#### 1.05 ENVIRONMENTAL CONDITIONS

- A. The ambient temperature shall be within the limits of 40 and 100 degrees F when sealant is applied.
- B. Joint application should consider the expansion/contraction state of the joint at the time of application and during curing cycle.

#### 1.06 DELIVERY AND STORAGE

- A. Delivery:
  1. Deliver materials to the job site in unopened in manufacturers' external shipping containers, with brand names, date of manufacture, color, and material designation clearly marked thereon.
  2. Elastomeric sealant containers shall be labeled to identify type, class, grade and use.
- B. Carefully handle and store materials to prevent inclusion of foreign materials or subjection to sustained temperatures exceeding 100 F degrees or less than 40 degrees F.
  1. Adhere to more stringent temperature restrictions of the Manufacturer as required for specific products.

### **PART 2 - PRODUCTS**

#### 2.01 MATERIALS

- A. Provide sealant that has been tested and suitable for each specific substrates to which it will be applied.
- B. Exterior Sealant – A polyurethane based or silicone based product adhering to the below requirements shall be used.
  1. Modulus
    - a. Low Modulus
      - 1) To be used for exterior insulation and finish systems, coatings and preformed silicone tape (pre-cured sealant) joints.
    - b. Medium Modulus
      - 1) To be used for majority of building envelope joints.

- c. High Modulus
  - 1) To be used to wet seal glass.
- 2. Grade – NS, a non-sag sealant shall be used.
- 3. Type – A type S, single component, or type M, multi-component may be used.
- 4. Locations and Colors
  - a. Colors will be selected from standard color charts after mock-ups for each condition field of at least 3 choices is provided.
- 5. Class
  - a. A Class 50 shall be provided unless specifically approved or noted otherwise.
- 6. Use
  - a. Sealant use for each condition or application shall adhere to use classification of ASTM C 920.

C. Sealant Tapes:

- 1. Butyl (for sheet metal laps)
  - a. Provide a partially cured butyl tape, thickness 1/8 inch by a minimum of 1/2 inch wide.
  - b. Locations shall be as follows:
    - 1) Lap joints of all metals.
    - 2) Beneath cover plates of cap and counterflashings.
    - 3) Where noted or specified elsewhere.
- 2. Preformed Tape System – Silicone Based:
  - a. Provide a preformed tape system equal to Dow 123.
  - b. Color shall match adjacent surfaces and be approved by Owner.
  - c. Width and shape as indicated on drawings.

2.02 PRIMER FOR SEALANT

- A. Provide a non-staining, quick drying type and consistency recommended by the sealant manufacturer for the particular application.

### 2.03 BOND BREAKERS

- A. Provide the type and consistency recommended by the sealant manufacturer for the particular application.
- B. Liquid applied bond breakers are not permitted.

### 2.04 BACKSTOPS

- A. Provide glass fiber roving or neoprene, butyl, polyurethane or polyethylene foams free from oil or other staining elements as recommended by sealant manufacturer.
- B. Backstop material shall be compatible with sealant.
- C. Do not use absorptive materials.

### 2.05 CLEANING SOLVENTS

- A. Provide type recommended by the sealant manufacturer.

## **PART 3 - EXECUTION**

### 3.01 SURFACE PREPARATION

- A. Surfaces shall be clean, dry to the touch, and free from dirt, frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion.
- B. When resealing an existing joint, completely remove the existing caulking/sealant and any foreign matter, dirt, dust or debris, prior to application of new sealant.
- C. Use compatible materials when existing silicone sealants exist.
- D. Widen existing concrete control joints and provide control joints in concrete at recommended intervals prior to sealant application.

### 3.02 SEALANT PREPARATION

- A. Prepare surfaces in strict accordance with the Contract Documents and any Manufacturers printed instructions.

### 3.03 APPLICATION OF SEALANTS

- A. Backstops:
  - 1. Install backstops dry and free of tears or holes.
  - 2. Tightly pack the back or bottom of joint cavities with backstop material to provide a joint of the depth specified.



3. Install backstops in the following locations:
  - a. Where indicated.
  - b. Where backstop is not indicated but joint cavities exceed the acceptable maximum depths specified in paragraph entitled, "Joint Width to Depth Ratios".
  - c. Within annular space between pipe penetration and concrete.

B. Primer:

1. Immediately prior to application of the sealant, clean out dust/dirt/loose particles from joints.
2. Where recommended by sealant manufacturer, apply primer to joints in concrete, masonry and metal surfaces in accordance with sealant manufacturer's instructions.
3. Do not apply primer to exposed finish surfaces.

C. Bond Breaker:

1. Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for the type joint and sealant specified.
2. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breaker.

D. Sealants:

1. Provide a sealant compatible with the materials to which it is applied.
2. Do not use a sealant that has exceeded its shelf life or has jelled and cannot be discharged in a continuous flow from the gun.
3. Apply the sealant in accordance with the manufacturer's instructions with a gun having a nozzle that fits the joint width.
4. Force sealant into joints to fill the joints solidly without air pockets.
5. Tool sealant after application to ensure adhesion.
6. Sealant shall be uniformly smooth and free of wrinkles.
7. Upon completion of sealant application, roughen partially filled or unfilled joints, apply sealant and tool smooth as specified.

### 3.04 APPLICATION OF BUTYL TAPES

- A. Surfaces shall be cleaned and prepared as noted below.

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- B. No exposed applications of butyl tapes/sealants are permitted.
- C. At each lap, provide 2 continuous applications of tape approximately 1 inch apart within the lap.
- D. Directly after tapes are installed, set and secure metal.

### 3.05 APPLICATION OF PREFORMED (PRE-CURED SEALANTS) TAPES

- A. Surfaces shall be cleaned and prepared as noted below.
- B. Prime surfaces.
- C. Mask (tape) exterior edge on each side of tape joint.
- D. Provide even, uniform application of silicone-based sealant on each side of joint.
- E. Directly after sealant is installed, install preformed silicone-based tape and roll into sealant.
- F. Remove masking tape and clean all surfaces.

### 3.06 PROTECTION AND CLEANING

- A. Protection:
  - 1. Protect areas adjacent to joints from sealant smears.
  - 2. Masking tapes may be used for this purpose, if removed 5 to 10 minutes after joint is filled.
- B. Final Cleaning:
  - 1. Masonry and Other Porous Surfaces:
    - a. Immediately scrape off fresh sealant that has been smeared on masonry and rub clean with a solvent as recommended by the sealant manufacturer.
    - b. Allow excess sealant to cure for 24 hours then remove by wire brushing or sanding.
  - 2. Metal or Non-Porous Surfaces:
    - a. Remove excess sealant with a solvent-moistened cloth.

### 3.07 UNIT PRICED QUANTITIES

- A. In accordance with Section 01 20 05, Abbreviated Scope of Work, Quantities, the Contractor shall maintain a log of all repair unit priced quantities used based on contract requirements.

- B. Contractor shall notify Owner in writing when 80% of quantity is used for each unit price item.
- C. Provide photograph or videotape documentation of repairs.
- D. Locate quantities and show their locations on the applicable drawings.
- E. Provide actual used quantities on each Application for Payment request.

END OF SECTION 07 92 10

# **DRAWINGS**