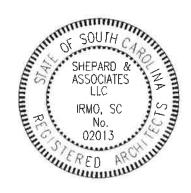
Architect: Shepard & Associates, LLC 3547 Dreher Shoals Road, Suite 6 Irmo, South Carolina 29063

Phone: 803/407-8284

Fax: 803/407-8206

Owner: UNIVERSITY OF SOUTH CAROLINA Columbia, SC 29208

A PROJECT MANUAL FOR THE REROOFING CONSTRUCTION PROJECT AT USC OLD OBSERVATORY BUILDING JULY 2020





State Project No. FY21000007 PF 11012 022 004 July 2020 WBS: jaw

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

AGENCY/OWNER: University of South Carolina	
PROJECT NAME: USC FY21 OPER PROJ - OLD OBSERVA	TORY RE-ROOF
PROJECT NUMBER: FY21000007 CONSTRUCTI	ON COST RANGE: \$ 50,000 to \$ 70,000 N/A
PROJECT LOCATION: Old Observatory Building - 1430 Pend	lleton Street. Columbia. SC 29201
DESCRIPTION OF PROJECT/SERVICES: Removal and of	
deteriorated wood decking, and designated deck sheathing. Prepar	
of the fall protection assemblies, underlay, copper eave trim w/cant	
and caps at curbs and metal snow guards. Small and Minority Bus	
	NUMBER OF COPIES: 1
PROJECT DELIVERY METHOD: Design-Bid-Build	
AGENCY PROJECT COORDINATOR: Hatice Hikmet	
EMAIL: hikmeth@mailbox.sc.edu	TELEPHONE: (803) 777-9994
DOCUMENTS MAY BE OBTAINED FROM: http://purchasin	
	1 <u>5.150.000</u>
BID SECURITY IS REQUIRED IN AN AMOUNT NOT LES	S THAN 5% OF THE BASE BID
PERFORMANCE BOND REQUIRED? Yes No	PAYMENT BOND REQUIRED? Yes 🛛 No 🗌
	DEPOSIT REFUNDABLE Yes 🗌 No 🗌 N/A 🖂
Bidders must obtain Bidding Documents/Plans from the above listed source(s) to b any other source do so at their own risk. All written communications with official	
Agency WILL NOT accept Bids sent via email.	plan holders & bidders will be via email of website posting.
Agency WILL NOT accept bids sent via email.	
All questions & correspondence concerning this Invitation shall be addressed to the	e A/E.
A/E NAME: Shepard & Associates, LLC	
A/E CONTACT: Blount Shepard	
	TELEDIIONE. (202) 407 2224
EMAIL: becki@shepardandassociates.us	TELEPHONE: (803) 407-8284
PRE-BID CONFERENCE: Yes 🛛 No 🗌	MANDATORY ATTENDANCE: Yes 🗌 No 🖂
PRE-BID DATE: 8/11/2020	TIME: 2:00PM
PRE-BID PLACE: Conference Call 800-753-1965 Act	ceess Code 777-7162
	ite intervals. Contact Dale Branham at branhamd@fmc.sc.edu
	nt. Use of attendee provided face masks and plastic gloves is
mandatory. Six-foot social distance rules apply fully. Sit	
BID OPENING PLACE: Conference Call 800-753-1965 Accee	
BID DELIVERY ADDRESSES:	55 Code 111 1102
HAND-DELIVERY:	MAIL SERVICE:
Attn: Hatice Hikmet (Bid Enclosed FY21000007)	Attn: Hatice Hikmet (Bid Enclosed FY21000007)
1600 Hampton Street, Suite 606	1600 Hampton Street, Suite 606
Columbia, SC 29208	Columbia, SC 29208
IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICAT	YION? (Agency MUST check one) Yes No
APPROVED BY:(OSE Project Manager)	DATE:
(OSE Project Manager)	

South Carolina Division of Procurement Services, Office of State Engineer Version of $@AIA^{\circ}$ Document A701TM – 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."

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

Instructions to Bidders

for the following Project: (*Name, State Project Number, location, and detailed description*) USC FY21 Oper Proj - Old Observatory Re-roof FY21000007 1430 Pendleton Street, Columbia, SC 29201

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*) Shepard & Associates, LLC 3547 Dreher Shoals Road, Suite 6 Irmo, SC 29063 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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- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
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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

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§ 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.

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- § 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.

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§ 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.

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§ 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

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§ 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

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§ 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 $A310^{TM}$, 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

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§ 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

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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 Department

Building Where Posted: 1600 Hampton Street

Address of Building: 1600 Hampton Street, Suite 606, Columbia, SC 29208

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

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

§ 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 if 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,
- .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 A101TM–2017, Exhibit A, Insurance and Bonds, SCOSE Version.
- .3 AIA Document A201TM–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

.6 Specifications

Section Title Date Pages

.7 Addenda:

-				
	Numbe	r	Date	Pages
8		Exhibits: all boxes that apply and includ AIA Document E204 [™] –2017		<i>dentifying the exhibit where required.)</i> it, dated as indicated below:
		The Sustainability Plan:		
	•	Supplementary and other Cor COVID-19 RETURN TO W		rolina Construction Guidlines'
9	(List he	documents listed below: ere any additional documents to t Manual dated July 2020	hat are intended to form part	t of the Proposed Contract Documents.)

Drawings dated July 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

§ 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

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

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

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

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

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

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

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

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

§ 9.3 Solicitation Information From Sources Other Than Official Source

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

§ 9.4 Builder's Risk Insurance

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

§ 9.5 Tax Credit For Subcontracting With Minority Firms

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

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

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§ 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

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●AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address) TBD TBD

OWNER:

(Name, legal status and address) TBD TBD

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any) TBD

TBD

SURETY:

(Name, legal status and principal place of business) TBD TBD

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.

Project Number, if any:

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

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day of
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(Witness)	(Principal)	(Seal)
	(Title)	
	(Surety)	(Seal)
(Witness)	(Title)	

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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: USC FY21 OPER PROJ - OLD OBSERVATORY RE-ROOF PROJECT NUMBER: FY21000007

OFFER

\$

- § 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the abovenamed 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	1
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Cashier's Check

2020 Edition

(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 <u>60</u> 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): <u>Removal and disposal of all existing slate roofing assembly, damaged or deteriorated wood decking, and designated deck sheathing. Preparation of the decking, curbs, framing and the new installation of the fall protection assemblies, underlay, copper eave trim w/cant over rosin sized sheathing paper & underlay, copper flashings and caps at curbs and metal snow guards.</u>
 - , which sum is hereafter called the Base Bid.

⁽Bidder to insert Base Bid Amount on line above)

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): N/A

ADD TO or DEDUCT FROM BASE BID: \$

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

ALTERNATE # 2 (Brief Description):

ADD TO or DEDUCT FROM BASE BID: \$

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

ALTERNATE # 3 (Brief Description):

ADD TO or DEDUCT FROM BASE BID: <u>\$</u>

(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>	ITEM	UNIT OF MEASURE	ADD	DEDUCT
<u> </u>	Damaged or Deteriorated Wood Decking	SF	\$	\$
2.	New or Repurposed Roofing Slates	SF	\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
<u> </u>			\$	\$

§ 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 PE 24)

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

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

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME (Completed by Owner)	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION (Completed by Owner)	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR (Required - must be completed by Bidder)	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER (Requested, but not Required)	
	· · · · ·	ASE BID		
	ALTH	ERNATE #1		
None				
	ALTH	ERNATE #2		
ALTERNATE #3				

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.

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: <u>https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf</u>. If the owner has not identified a subcontractor license classification/subclassification.
 - **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/subclassification/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.

§ 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 <u>60</u> Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$_200.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER:

SIGNATURE AND TITLE:

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:	
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

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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."

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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 in the year (In words, indicate day, month and year.) day of

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)

USC FY21 Oper Proj - Old Observatory Re-roof FY21000007 1430 Pendleton Street, Columbia, SC 29201

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

Shepard & Associates, LLC 3547 Dreher Shoals Road, Suite 6 Irmo, SC 29063 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.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

§ 3.3 Substantial Completion

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

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

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ARTICLE 4 CONTRACT SUM

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

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

§ 4.2 Alternates

§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum: (*Insert the accepted Alternates.*)

Item

Price

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

ltem

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)

§ 4.5 Liquidated damages

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

§ 4.6 Other:

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Name: Title: Address: Telephone: Email:

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

Name: Title: Address: Telephone: Email:

§ 8.3 The Contractor's representative:

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

Name:

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Title: Address: Telephone: Email:

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

Name: Title: Address: Telephone: Email:

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

§ 8.5 The Architect's representative:

Name: Title: Address: Telephone: Email:

§ 8.6 Insurance and Bonds

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

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

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–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:

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§ 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 primaveratype format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

Date

.7 Addenda, if any:

Number

Pages

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

.8 Other Exhibits:

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

AIA Document E204TM–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 Condi	tions of the Contract:		
Docu	ment	Title	Date	Pages

.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

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

OWNER (*Signature*)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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

Insurance and Bonds

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

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

USC FY21 Oper Proj - Old Observatory Re-roof FY21000007 1430 Pendleton Street, Columbia, SC 29201

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*)

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

Init.

1

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

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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 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

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

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

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

§ A.3.2.2 Commercial General Liability

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

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

§ A.3.2.2 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.

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

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

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

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

§ A.3.3 Required Property Insurance

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

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

Causes of Loss

Sub-Limit

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

Causes of Loss

Sub-Limit

§ 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.



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§ 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 honds)

(Specify type and penal sum of bonds.)

Penal Sum (\$0.00)

Type Payment Bond Performance Bond

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

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

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

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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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 MAIA® Document A201® – 2017

General Conditions of the Contract for Construction

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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*) USC FY21 Oper Proj - Old Observatory Re-roof FY21000007 1430 Pendleton Street, Columbia, SC 29201

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)

Shepard & Associates, LLC 3547 Dreher Shoals Road, Suite 6 Irmo, SC 29063

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- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
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- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

- § 1.1.1 The Contract Documents
 - The Contract Documents are enumerated in the Agreement between the Owner and Contractor 1 (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.
 - Any reference in this document to the General Conditions of the Contract for Construction, AIA .5 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

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§ 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

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§ 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 E203TM–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 E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–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 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 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

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§ 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.

§ 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, 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.

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) deviations from the Contract Documents, (2) deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not 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.

AIA Document A201*-2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007, and 2017 by The American Institute of Architects. All rights reserved. South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A201*-2017. Copyright © 2016 and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was created on 07/21/2020 11:00:42 under the terms of AIA Documents* Documents-on-Demand – End User License Agreement. To report copyright violations, e-mail copyright@aia.org. **§ 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.

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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

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§ 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.

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§ 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 Contract or 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

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

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.

§ 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 reasons for Withholding certification and Owner of the Architect's reasons for Payment, and notify the Contractor and Owner of the Architect's reasons for Section 9.5.1; or (3) withhold 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,

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

§ 9.5 Decisions to Withhold Certification

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

Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. **§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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§ 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.

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

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

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

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

- an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the .1 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,
- consent of surety, if any, to final payment, .4
- .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,
- equipment Operations and Maintenance Manuals, .8
- .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

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§ 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

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§ 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

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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 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 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 may correct it in accordance with Section 2.5.

§ 12.2.2. 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

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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 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, and (b) include in their contracts of Title 8, Chapter 14. (An overview is available at 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

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- .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

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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

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§ 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

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§ 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 mediator 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

Init.

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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

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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 for 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. Fraternization 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 smoke-free/tobacco free workplace.

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. A USC Daily COVID-19 Screening Form must be filled out and signed by every employee, every day, including material suppliers, of the Contractor that will be on-site and can be found at the end of the USC Supplemental General Conditions section. It is for everyone that comes to campus.
- 16. 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.
- 17. 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.
- 18. 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

- 19. 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 landscapes 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.
- 20. 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. See attached detail for typical

tree protection fencing.

- 21. No entry, vehicle parking, or material 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.
- 22. 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 $\frac{3}{4}$ " 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.
- 23. 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 coast 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").
- 24. 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.
- 25. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

TEMPORARY FACILITIES

- 26. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
- 27. 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

28. 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

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

PROJECT EVALUATION & CLOSE-OUT

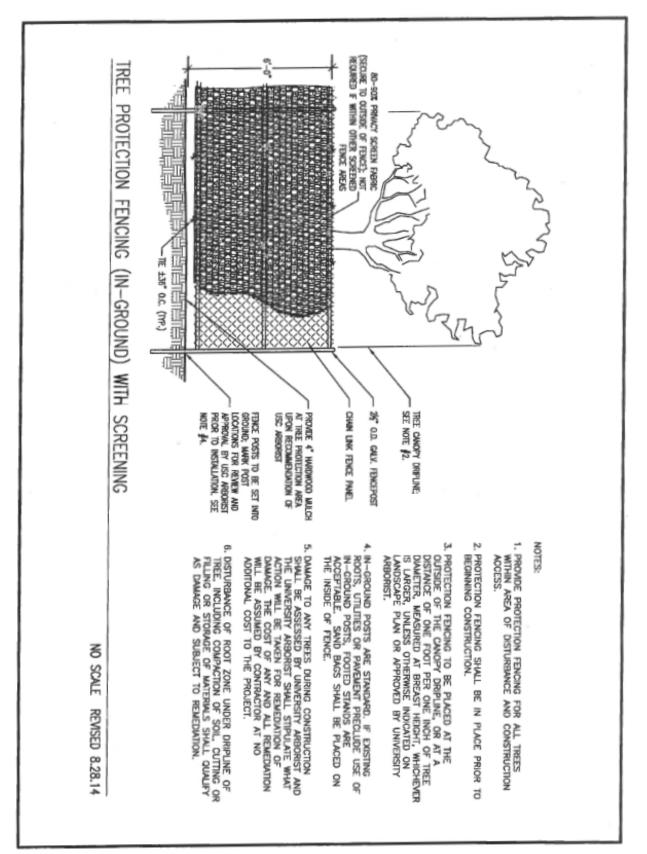
30. For all projects over \$100,000, including IDC's, a Contractor Performance Evaluation (SE-397) will be reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed by the USC Project Manager and a Construction Performance rating will be established.

31. 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

- 32. 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.
- 33. 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 lay down area. Violators may be subject to ticketing, towing and fines.
- 34. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
- 35. Drivers of equipment or motor vehicles that damage University hardscape or landscape will be held responsible for damages and restoration expense.
- 36. 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.
- 37. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
- 38. All incidents of property damage shall be reported to Parking Services or the Work Management Center.

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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.
- 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.
- I. 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 on 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 selfquarantine, 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.

South Carolina

DAILY COVID-19 SCREENING

Select Yes or No

First time answering questions below, look back 14 days. Each time after, answer since last interviewed.

Yes	No	Have you been diagnosed with the Novel Coronavirus/COVID-19?	
Yes	No	Have you had a temperature reading of 100.0°F or higher or felt feverish?	
		Have you lived with or been within 6 feet of someone for 10 consecutive minutes who	
Yes	No	has been diagnosed with COVID-19?	
Yes	No	• is quarantined or isolated due to suspicion of COVID-19?	

Mark all symptoms that you have experienced

First time assessing symptoms below, look back 7 days. Each time after, answer since last interviewed.

Ten	perature Read	ing from today: On-Site_	-or- Home	
	Headache	Chills/Shaking	Lost Sense of Smell/Taste	
	Cough	Shortness of Breath	Sore Throat Muscle	Aches
	NONE			

If you have answered 'Yes' to any questions above, experienced any of the listed symptoms or have a temperature reading of 100.0°F or higher, you should remain at home and contact your supervisor. If you are screening at the worksite, exit your worksite with your face cover/mask in place and contact your supervisor for further instructions.

Remember to wear a Face Cover/Mask as indicated throughout the day.

UofSC Employee:

Name:	Department:	
Signature:		
Date:		
Vendor/Contractor:		
Name:	Company:	
Signature:	Date:	

The university continues to act in good faith to fulfill its obligation to protect, to the extent possible, members of the university community from COVID-19. The information collected on this form will be used to help the university address your needs and prevent the spread of COVID-19.

State and federal law and university policy prohibit discrimination based on age, disability, genetics, race, color, national origin, sex, gender, religion, sexual orientation, protected veteran status, pregnancy, childbirth or medical conditions related to pregnancy or childbirth.

If you believe you have been a victim of unlawful discrimination because of information you provided on this form, you may contact the university's Office of Equal Opportunity Programs at 803-777-3854; by email at eop@mailbox.sc.edu; online at sc.edu/eop; in person at 1600 Hampton Street, Suite 805, Columbia, SC.

AIA DOCUMENT G702-1992 and G703-1992 APPLICATION AND CERTIFICATE FOR PAYMENT IS A PART OF THESE BID DOCUMENTS AS IF PRINTED HEREIN IN ITS ENTIRETY. DOCUMENT IS AVAILABLE FOR REVIEW AT THE OFFICE OF

Shepard & Associates, LLC 3547 Dreher Shoals Road, Suite 6 Irmo, SC 29063 803-407-8284

SE-355 <u>PERFORMANCE BOND</u>

KNOW ALL MEN BY THESE PRESENTS, that (Insert full	l name or legal title and address of Contractor)
Name:	
Address:	
hereinafter referred to as "Contractor", and (Insert full name and	
Name:Address:	
Address:	
hereinafter called the "surety", are jointly and severally held	and firmly bound unto (Insert full name and address of Agency)
Name:	
Address:	
hereinafter referred to as "Agency", or its successors or assig of the Bond to which payment to be well and truly made, t administrators, successors and assigns, jointly and severally,	ans, the sum of, being the sum the Contractor and Surety bind themselves, their heirs, executors, firmly by these presents.
WHEREAS, Contractor has by written agreement dated	entered into a contract with Agency to construct
State Project Name: USC FY21 OPER PROJ - OLD OB	SERVATORY RE-ROOF
State Project Number: FY21000007	
wood decking, and designated deck sheathing. Prep	osal of all existing slate roofing assembly, damaged or deteriorated paration of the decking, curbs, framing and the new installation of e trim w/cant over rosin sized sheathing paper & underlay, copper
in accordance with Drawings and Specifications prepared by	(Insert full name and address of A/E)
Name: Shepard & Associates, LLC	
Address: <u>3547 Dreher Shoals Road, Suite 6</u>	
Irmo, SC 29063	
which agreement is by reference made a part hereof, and is h	ereinafter referred to as the Contract.
IN WITNESS WHEREOF , Surety and Contractor, intendin each cause this Performance Bond to be duly executed on its	ng to be legally bound hereby, subject to the terms stated herein, do 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:	By:
(Seal)	(Seal)
Print Name:	Print Name:
Print Title:	Print Title:
· · ······	(Attach Power of Attorney)
Witness:	Witness:

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.

2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. The Surety's obligation under this Bond shall arise after:

- **3.1** The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
- **3.2** The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:

- **4.1** Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
- **4.2** Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- **4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
- **4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or

4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.

- 5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or
- 4.3, the Agency shall pay the Balance of the Contract Sum to either:
- 5.1 Surety in accordance with the terms of the Contract; or
- **5.2** Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
- **5.3** The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.

- **6.1** If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
- **6.2** Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.

7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:

- **7.1** The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
- **7.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- **7.3** Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
- **7.4** Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.

9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.

10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.

- 11. Definitions
- **11.1** Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor si 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	l name or legal title and address of Contractor)
Name:	
Address:	
hereinafter referred to as "Contractor", and (Insert full name and	address of principal place of business of Surety)
Name:	
Address:	
hereinafter called the "surety", are jointly and severally held	and firmly bound unto (Insert full name and address of Agency)
Name:	
Address:	
hereinafter referred to as "Agency", or its successors or assig of the Bond to which payment to be well and truly made, t administrators, successors and assigns, jointly and severally,	ns, the sum of, being the sum the Contractor and Surety bind themselves, their heirs, executors, firmly by these presents.
WHEREAS, Contractor has by written agreement dated	
	SERVATORY RE-ROOF
State Project Number: <u>FY21000007</u>	
wood decking, and designated deck sheathing. Prep	osal of all existing slate roofing assembly, damaged or deteriorated paration of the decking, curbs, framing and the new installation of
flashings and caps at curbs and metal snow guards.	e trim w/cant over rosin sized sheathing paper & underlay, copper
in accordance with Drawings and Specifications prepared by	(Insert full name and address of A/F)
Address: <u>3547 Dreher Shoals Road, Suite 6</u>	
Irmo, SC 29063	
which agreement is by reference made a part hereof, and is he	ereinafter referred to as the Contract.
	ng to be legally bound hereby, subject to the terms stated herein, do ecuted on its behalf by its authorized officer, agent or representative. BOND NUMBER
CONTRACTOR	SURETY
By:	By:
(Seal)	(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 o ne 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.

\$

\$

\$

Days

Days

0.00

0.00

0 Days

SE-380 CHANGE ORDER NO.: **CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT**

AGENCY: University of South Carolina

PROJECT NAME: USC FY21 OPER PROJ - OLD OBSERVATORY RE-ROOF

PROJECT NUMBER: FY21000007

CONTRACTOR:

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:
- **Contract Sum prior to this Change Order** 3.
- 4. Amount of this Change Order:
- 5. New Contract Sum, including this Change Order:

ADJUSTMENTS IN THE CONTRACT TIME:

- **Original Substantial Completion Date:** 1.
- 2. Sum of previously approved increases and decreases in Days:
- Change in Days for this Change Order 3.
- 4. Total Number of Days added to this Contract including this Change Order
- 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:		
I certify that the Agency has authorized, unencumbered funds available for BY:	C	
(Signature of Representative)		
Print Name of Representative:		
Change is within Agency Construction Contract Change Order Cer	rtification of: \$	Yes No
APPROVED BY:		
(OSE Project Manager)		
SUBMIT THE FOLLOWING TO OSE		

SE-380, fully completed and signed by the Contractor, A/E and Agency; 1.

Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown. 2.

3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.

CONTRACT DATE:

SECTION 01010

SUMMARY OF ROOFING

PART 1 GENERAL

1.1 WORK INCLUDED

- 1.1.1 Work covered by this contract includes furnishing all labor, materials, tools, devices, appliances, and equipment necessary to perform all the work described in the Contract Documents.
- 1.1.2 All work is located at the Old Observatory Building, near the USC Horseshoe, at the intersection of Pendleton and Bull Streets, Columbia, SC 29208.

1.2 BASE BID WORK

1.2.1 Old OBSERVATORY Roof Areas (RAs) 1a, b, c & d; 2a, b & c; 3a, b & c:

- 1.2.1.1 The complete removal and disposal of all existing composite slate (not for reuse), bituminous underlay, damaged or deteriorated wood decking, and designated deck sheathing (allowing fall protection installation).
- 1.2.1.2 Preparations shall be made to the substrate wood decking, abandoned curbs (to remain), substrate framing and at RA 1b & 1d the installation of the fall protection penetration post, accessories, and wood bracing.
- 1.2.1.3 At RAs 1a through 1d & 2a through 2c, the new installation of underlay, copper eave trim and cant over rosin sized sheathing paper and bituminous self-adhering underlay, copper flashings at abandoned curb, and copper cap at the abandoned curb.
- 1.2.1.4 At RAs 3a through 3c, the new installation of underlay, copper eave trim and cant over rosin sized sheathing paper and bituminous self-adhering underlay, and copper flashings.
- 1.2.1.5 At RAs 1a through 3c, the installation of new underlays, existing reclaimed slate stockpiled from Barnwell Building (and stored near 1206 Flora Street, across Assembly Street from Old Bomber Stadium) or purchased reclaimed slate, and if necessary new slates from the starter slates up to the ridge including metal snow guards, all work associated with the "penetrating post" fall protection system adjacent to RA1 abandoned curb., metal and bituminous flashing and associated miscellaneous work as specified.

1.3 UNIT REPLACEMENT ACCOUNTS:

- 1.3.1 Include in the BASE BID the following quantities of Unit Replacement Accounts:
 - 1.3.1.1 Unit Replacement Account 1 Include in the Base Bid costs for

replacement of any missing, damaged or deteriorated wooden decking. 96 SF

1.3.1.2 <u>Unit Replacement Account 2</u> – Include in the Base Bid costs for replacement of any shortfall in the Owners stockpile of roofing slates with new or repurposed slates. 300 SF

1.4 OWNER'S REPURPOSED SLATE STOCKPILE

1.4.1 Contractor will have to go to USC's stockpile of slate (Near 1206 Flora Street) and load, transport and deliver that material to the construction area. Once the Contractor has begun moving the slate, Contractor is 100% responsible for it's safe and whole condition for use in this project. In the event of an accident, Contractor will replace any and all damaged slates.

1.5 CONTRACT METHOD

1.5.1 Construct the work as a single lump sum contract. For items that are included in the Base Bid on a Unit Replacement Account basis, follow the procedures as specified in Section 07 3100 SLATE SHINGLES, Article 1.10 UNIT REPLACEMENT ACCOUNTS.

1.6 REFERENCE STANDARDS

1.6.1 For products specified by the association or trade standards, comply with requirements of the standard except when more rigid requirements are specified or are required by applicable codes.

1.7 EXISTING SITE CONDITIONS

- 1.7.1 Information in this section is provided only to establish a general description and is not necessarily accurate. The Contractor is responsible for visiting the site and satisfying themselves as to the existing conditions, size of existing roof areas, metal components, etc. before submitting their bid.
- 1.7.2 The Old OBSERVATORY Building was constructed around 1850. The roofing assets are considered replacements.
 - 1.7.2.1 There is (1) Sanitary Vent with lead flashing boots.
 - 1.7.2.2 Approximate Square Footage of Old OBSERVATORY by Roof Area:

Roof Area 1 (a, b, c & d)	298 square feet
Roof Area 2 (a, b & c)	115 square feet
Roof Area 3 (a, b & c)	115 square feet

Total Area – 528 square feet

- 1.7.2.3 Composite Slate Roof Areas RAs 1a through 3c:
 - a. The existing roofing is a grey composition slate shingle, over an asphalt impregnated building felt underlayment.

- b. The composition slate is mechanically attached typically with 2 fasteners per slate to a wood decking which span rafters spacing not determined.
- c. The slope in the roof is created by the wood rafter framed structure below and has a pitch of approximately is 4:12.
- d. Water drains over eave end to ground below.
- e. The general shape of the roof area is rectilinear.
- f. The eave is approximately 24' feet above finished grade.

1.8 WORK SEQUENCE

1.8.1 After ceiling access panels are installed, and access to the fall protection posts is complete, work can begin with slate removal on Roof Areas 1 through 3. In concert with the removal and stockpiling of slate shall be the removal of curb flashings on RAs 1 & 2. Once all slate has been removed and all undamaged slates stacked and stored, reinstallation of existing slates will be prioritized with the General Contractor and Project Development Team. Work shall begin at the eave end and progress in shingle fashion upslope to the ridge. Replace missing or repaired decking with wood sheathing to match existing as the work progresses in the agreed to sequential pattern. Similarly, install new fall protection system in concert with the application of the new or reclaimed slates.

1.9 SIDEWALK PERMIT

- 1.9.1 During construction, the Contractor will be responsible to make arrangements and all costs associated with closing the City of Columbia's sidewalk adjacent to the work on the project North side. No vehicular access is permitted on the South side of the project site.
- 1.9.2 Contractor will be responsible to make arrangements and all costs associated with obtaining six (6) parking spaces along Pendleton Street for staging, laydown, contractor parking, etc.
- 1.9.3 Post all necessary signage to divert the public safely around the construction activity. Contractor will be responsible to restore any damage caused any of the public property contained within the Contractor access to the work. This will include but is not limited to, any damage to public utilities, trees, vegetative landscaping or the street curb and sidewalk.

1.10 ASBESTOS PRODUCTS:

1.10.1 The Owner's Hazardous Material (HAZMAT) survey indicates the following: USC sampled and tested the felt underlayment paper and these samples were negative for the presence of asbestos content. USC sampled and tested the ceiling material and these samples are positive for the presence of asbestos content as well as lead paint. The Executive Summary (EXHIBIT A – Hazmat Exec Summary) is included herein.

- 1.10.2 No asbestos bearing materials are to be incorporated into the work as a part of this contract. No existing asbestos containing material is to be left or incorporated into the work of this contract.
- 1.10.3 In the event the Contractor finds asbestos-containing materials not previously identified, then Contractor shall stop all work in the affected area and notify the Owner and Architect. Additional work caused by the discovery, if authorized by the Owner, will be handled as a Change Order to this Contract.
- PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

FM00618524 *FM00618524*

USC Work Order

Description HAZMAT SURVEY - OLD OBSERVATORY

Description	HAZIVIAT SURVEY - OLD OBSERVATORY			
Site	COLUMBIA	Assigned To	ATHOMPSON	
Building	013 OLD OBSERVATORY	Crew	HAZMAT	
Floor	ROOF Room:	Start Date	23-JAN-20	Priority ³
Equipment		Due date	06-FEB-20	
		Request Date	23-JAN-20	by BRANHAMD
Request # FM00618524 Description HAZMAT SURVEY - OLD OBSERVATORY Parent WO #				
CP Number FY21000007 FY21 - OPER PROJ - OLD OBSERVATORY RE-ROOF				
State/Internal Project Number				
Requestor	BRANHAM,DALE	Project Manager	BRANHAM, DALE	
Telephone	7-1288	Telephone	803-777-1288	
Alternate		Estimated Cost	\$ 0.00	
Telephone		Billing	MISSION WORK	
Non-Availab	le Time	CL068-57140	(FACILITY SERVICES	5)
Task List				
TEST ROOF COMPONENTS FOR HAZARDOUS MATERIALS				
DATE WORK	STARTED	CAUSE		
DATE WORK	COMPLETED	CONDITION		
EQUIPMENT				
CLOSING REMARKS				
BENCHSTOCK MATERIALS				
Qty	Description			Price Per Unit
Supervisor's Approval				
Note Date	Title			
05-FEB-20 SURVEY DATE:	HAZMAT SURVEY RESULTS 2/5/2020			
INSPECTOR #: ANTONIO THOMPSON (GR00052)				
SCOPE: THE FOLLOWING SURVEY WAS PERFORMED IN PREPARATIONS TO REPLACE THE ROOF AND INSTALL AN HATCH FOR ACCESS AT THE				

OLD OBSERVATORY.

ASBESTOS SECTION: PLEASE REFER TO (FM00416826 & FM00580702) FOR PREVIOUS DATA. (PREVIOUS RESULTS) PLASTER: POSITIVE FOR ASBESTOS (PLEASE SEE LINE 1 INSPECTOR NOTES). 2X2 CEILING TILES:NEGATIVE FOR ASBESTOS 2X4 CEILING TILE: NEGATIVE FOR ASBESTOS

(NEW RESULTS) ROOFING FELT: NEGATIVE FOR ASBESTOS ROOFING CAULK: NEGATIVE FOR ASBESTOS ROOFING SLATE: NEGATIVE FOR ASBESTOS

LEAD SECTION:

PINK PAINTED CEILING: POSITIVE FOR LEAD (PLEASE SEE LINE 1 INSPECTOR NOTES).

INSPECTOR NOTES:

1. THE PINK PAINT ON THE 2ND FLOOR CEILING (ABOVE CEILING GRID) IS POSITIVE FOR LEAD. THE PLASTER CEILING IS POSITIVE FOR ASBESTOS. PLEASE CONSULT WITH A LICENSED ASBESTOS ABATEMENT CREW IF WORK ACTIVITIES CALL FOR DISTURBANCE OR IMPACT TO THIS MATERIAL.

2. IF A BUILDING MATERIAL IS NOT LISTED, DO NOT ASSUME THAT IT DOES NOT CONTAIN ASBESTOS. IT MAY NOT HAVE BEEN TESTED. FOR FURTHER INFORMATION, PLEASE CONTACT THE USC HAZMAT PROGRAM.

3. IF YOU ENCOUNTER ANY OTHER MATERIALS IN PLACE AND DEEM THEM SUSPECT FOR ASBESTOS AND/OR LEAD, PLEASE STOP WORK AND CONTACT THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT.

4. PLEASE NOTE THAT THE MATERIAL QUANTITY PROVIDED ON THE FIELD SHEET IS ONLY AN ESTIMATE FOR SAMPLING PURPOSES. THE QUANTITY SHOULD BE FIELD VERIFIED FOR ALL OTHER PURPOSES INCLUDING ABATEMENT. THIS SURVEY IS ONLY VALID FOR THE DESIGNATED AREA(S)/LOCATION(S) TESTED IE: (OLD OBSERVATORY ROOF & INSIDE CEILING).

5. USC HAZMAT IS NOT LICENSED THROUGH EPA TO PROVIDE LEAD INSPECTIONS AND/OR LEAD ASSESSMENTS FOR CHILD OCCUPIED FACILITIES/SPACES. IF THIS PROJECT IS FOR A CHILD OCCUPIED FACILITY/SPACE OR A PROPOSED CHILD OCCUPIED FACILITY/SPACE, THE LEAD RESULTS PROVIDED WILL NOT BE VALID.

30-SEP-15 ASBESTOS SUMMARY FOR OLD OBSERVATORY (013) – SEPTEMBER 2015 ASBESTOS HAS BEEN FOUND IN THIS BUILDING. IF DISTURBED, ASBESTOS MAY BE HARMFUL TO YOUR HEALTH.

PLEASE DO NOT DISTURB THE FOLLOWING MATERIALS IN THIS BUILDING AS THEY HAVE BEEN FOUND TO CONTAIN ASBESTOS.

- PLASTER

- PIPE INSULATION

IF A BUILDING MATERIAL IS NOT LISTED, DO NOT ASSUME THAT IT DOES NOT CONTAIN ASBESTOS. IT MAY NOT HAVE BEEN TESTED.

FOR FURTHER INFORMATION, PLEASE CONTACT THE USC HAZMAT PROGRAM.

30-SEP-15 CRAWL SPACE MAY BE CONTAMINATED WITH ASBESTOS

THE SOIL IN CRAWL SPACES MAY BE CONTAMINATED WITH ASBESTOS FROM OLD PIPE INSULATION AND OTHER MATERIALS. PLEASE CONTACT THE USC HAZMAT PROGRAM BEFORE ENTERING THESE CRAWL SPACES.

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

- 1.1.1 A payment or payments made to Contractor for work performed shall not constitute acceptance or approval of the work and shall in no way relieve Contractor from the requirements of the Contract.
- 1.1.2 All sums received by the Contractor for any part or parts of the work furnished or performed by a Subcontractor shall be paid promptly to the latter by Contractor and, while in the hands of the Contractor, shall constitute trust funds held for the use and benefit of Owner.
- 1.1.3 Contractor shall submit with payment request lien releases from material suppliers which state that suppliers have been paid for materials supplied to the project. Payment requests may be delayed if not received in a timely manner.
- 1.1.4 If payments are to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the Site, or at such other location agreed upon in writing, such payments shall be conditioned upon submission by Contractor of bills of sale or other documents satisfactory to the Owner establishing Owner's title to such materials or equipment or otherwise protecting Owner's interest therein including the prepayment of applicable insurance and transportation charges to the Site.
- 1.1.5 Contractor shall submit with payment application all claims for weather related delays monthly.

1.2 APPLICATION FOR PAYMENT

- 1.2.1 Monthly Application for Payment shall be submitted in triplicate to Architect for review and forwarding to Owner on AIA Documents G702 and G703. Provided an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner no later than 30 days after the Architect receives the Application for Payment. Contractor shall be furnished copy of Owner's Payment Schedule indicating payment dates and outline for receipt of payment requests.
- 1.2.2 Ninety-six and one-half percent (96.5%) of the value of materials stored at the site and 96.5% of work accomplished, less previous payments, shall be paid by Owner to Contractor in monthly installments upon Architect's certification.
- 1.2.3 Final payment shall be made 30 days after Architect has certified completion to the Owner, and specified warranties are provided in accordance with Section 01740.

1.3 UNIT REPLACEMENT ACCOUNT PRICES

- 1.3.1 A Unit Replacement Account Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
- 1.3.2 Before proceeding with work, Contractor shall survey the work to be covered under Unit Prices in the presence of the Architect for verification of quantities for the Project.
- 1.3.3 Unit Price Schedule: Unit Prices shall include costs of materials, delivery, labor (to remove and replace), insurance, rental of tools and equipment, overhead and margin of profit.
 - 1.3.3.1 <u>Unit Replacement Account 1</u>: Include <u>96</u> square feet in the Base Bid costs for replacement of any missing, damaged, or deteriorated wood sheathing boards. Quote a separate unit price (per square foot) for such work. The final contract amount will be adjusted by change order increasing or decreasing the final contract price based on the actual replacement made during the course of the work using the quoted unit price.
 - 1.3.3.2 <u>Unit Replacement Account 2:</u> Include <u>300</u> square feet in the Base Bid costs replacement of any shortfall in the Owner's stockpile of repurposed roofing slates with new or repurposed slates. Quote a separate unit price (per square foot) for such work. The final contract amount will be adjusted by change order increasing or decreasing the final contract price based on the actual replacement made during the course of the work using the quoted unit price.
- 1.3.4 Contractor shall maintain a daily log showing dates, location, and exact quantities of unit price work. Copies of log and appropriate change order forms shall be submitted with each request for payment from the contractor unless no unit price work is accomplished during the payment period. If appropriate, Payment Applications containing unit price work will not be processed unless unit price logs are attached.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

SUBMITTALS

PART 1 GENERAL

1.1 PROCEDURES

- 1.1.1 Each transmitted document shall identify the project name and Contractor. Material submittals shall also identify the type and trade name of materials, material manufacturer, intended use, and specification number. Deviations from Contract Documents shall be identified.
- 1.1.2 Submittals shall bear the Contractor's stamp and indicate Contractor approval and date. Submittals shall be identified in numerical order, beginning with Submittal No. 1.
- 1.1.3 After Architect's review of materials, revise and resubmit as required, identifying changes made since previous submittal.

1.2 BID SUBMITTALS

- 1.2.1 Refer to Invitation to Bid, Instructions to Bidders & Supplementary Instructions to Bidders.
- 1.2.2 Drug-Free Workplace Statement (a part of bid form agreements). The BIDDER certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws and shall comply with the requirements set forth is Title 44, Chapter 107.
- 1.2.3 Illegal Immigration Reform Act of 2008 (a part of bid form agreements). The BIDDER certifies that it is in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon written request any documentation required to establish that he/she and his/her sub-contractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

1.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.3.1 100% of the Contractor submittals shall be forwarded to Architect within 14 calendar days after receipt of signed Contract. The successful Contractor shall submit 5 copies of the required information to the Architect. Two copies will be returned to the Contractor for their use.
- 1.3.2 Refer to Section 01340 "Shop Drawings, Product Data and Samples."

1.4 CONTRACTOR INFORMATION

- 1.4.1 Submit to Architect on or before Pre-Construction Conference the following documents:
- 1.4.1.1A letter from the Contractor identifying the brand name, manufacturer and
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material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain Owner's approval before placing orders.

- 1.4.1.2 Emergency contact information including phone numbers of principals, superintendent, foreman, and project manager.
- 1.4.1.3 A Manufacturer's Certificate clearly stating that the specified roof covering meets the requirements for an Underwriter's Laboratories, Inc. Class A roof covering.
- 1.4.1.4 Foreman's Statement (copy attached).
- 1.4.1.5 Material Safety Data Sheets (3 copies).
- 1.4.2 Submit with each Monthly Payment Application a fully executed Contractor's Affidavit of Payment of Debts and Claims, AIA G706, and Contractor's Affidavit of Waiver of Release of Liens, AIA G706A.
- 1.4.3 Submit to Architect within 2 weeks of project startup and must be approved prior to Contractor's First Application for Payment:
 - 1.4.3.1 A copy of AIA Document G703 listing each phase of the work and its scheduled value for approval.
 - 1.4.3.2 Furnish Manufacturer's Certificates of Compliance with materials' specifications for materials to be incorporated into the work. Certificates are to be signed by a responsible officer of the manufacturing firm and notarized.
- 1.4.4 Submit to Architect upon completion of the work and prior to Contractor's Final Application for Payment:
 - 1.4.4.1 SE-550 Certificate of Substantial Completion with Architect's Final Punchlist.
 - 1.4.4.2 SE-560 Certificate of Final Completion.
 - 1.4.4.3 List of Subcontractors by specialty, including address and telephone number.
 - 1.4.4.4 Consent of Surety to Final Payment, AIA G707.
 - 1.4.4.5 Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
 - 1.4.4.6 Contractor's Affidavit of Release of Liens, AIA G706A.
 - 1.4.4.7 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)
 - 1.4.4.8 Contractor's 7-year Watertight warranty to Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 TIMING

- 3.1.1 Make all submittals in accordance with schedules specified herein.
- 3.1.2 A minimum of 10 calendar days shall be allowed for review by the Architect following his receipt of the submittal.
- 3.1.3 If a submittal contains more than 10 shop drawings, Contractor shall indicate which drawings must be returned within 10 calendar days. Architect shall have an additional 10 days to return the balance of submittals.
- 3.1.4 Delays caused by tardiness in receipt of submittals shall not be an acceptable basis for extension of the Contract completion date.

3.2 REVIEW

- 3.2.1 Review by the Architect shall be directed to the general method of construction and shall not be construed as a complete check nor shall the review relieve the Contractor from responsibility for errors and/or omissions which may exist.
- 3.2.2 The notations "Reviewed" or "Make Corrections as Noted" shall authorize the Contractor to proceed with fabrication, purchase, or both subject to the revisions, if any, required by the Architect's review comments.
- 3.2.3 The Contractor shall make all revisions as required. If the Contractor considers any required revisions to constitute a change, he shall notify the Architect under the provisions of the General Conditions.
- 3.2.4 Only those revisions directed or approved by the Architect shall be shown on the resubmittal.
- 3.2.5 After a submittal has been approved by the Architect, substitution of materials, equipment, and/or procedures shall not be considered unless accompanied by an acceptable explanation for the substitution.

END OF SECTION 01300

ENCLOSURE: Foreman's Statement Form

FOREMAN'S STATEMENT

A PROJECT MANUAL FOR

EXTERIOR RENOVATIONS PROJECT AT

THE OLD OBSERVATORY BUILDING

AT THE UNIVERSITY OF SOUTH CAROLINA

STATE PROJECT NUMBER: FY21000007

JULY 2020

I, _____ (Print Name), an employee of

(Print Contractor Name) hereby

state that I have my own personal copy of the above referenced project specifications and drawings, have thoroughly read them, and have visited the work sites.

Ву _____

Date _____

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.1 SHOP DRAWINGS

- 1.1.1 Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by the Contractor, Subcontractor, manufacturer, supplier, or distributor which illustrates some portion of the Work.
- 1.1.2 Shop drawings are to be submitted by transmittal letter with the following information:
 - 1.1.2.1 Architect's Project Number
 - 1.1.2.2 Submittal Data
 - 1.1.2.3 Submittal Number
 - 1.1.2.4 Project Title
 - 1.1.2.5 Name of Contractor and Approval Date
 - 1.1.2.6 Reference to Specification Section, Paragraph and/or Drawing
 - 1.1.2.7 The location of the work covered by the shop drawing
 - 1.1.2.8 Any qualification, deviation or departure from Contract
 - 1.1.2.9 Any additional information required by the Specifications for the particular material being furnished
- 1.1.3 Each shop drawing shall be numbered. The same numbering system shall be retained through all revisions. Each drawing shall have a clear space for the approval stamps of Contractor and Consultant.
- 1.1.4 In submitting shop drawings for approval, all associated shop drawings related to a complete assembly shall, where possible, be submitted at the same time so that each may be checked in relation to the entire proposed assembly.
- 1.1.5 Contractor shall prepare composite shop drawings and installation layouts, when required, to depict proposed solutions for tight field conditions.
- 1.1.6 With respect to standard manufactured items, Contractor shall submit to Architect manufacturer's illustrated cuts of the items to be furnished showing details, sizes and dimensions, and all other pertinent information. Sufficient copies of cuts shall be furnished so that Architect may maintain a minimum of 2 copies and return to Contractor the number required for Contractor's use.
- 1.1.7 Contractor shall submit 5 copies of each drawing. Two final approved copies will be returned to the Contractor.

- 1.1.8 Submit shop drawings for the following details:
 - 1.1.8.1 Wood blocking attachment.
 - 1.1.8.2 Fall protection assembly, sanitary vent flashing, counter flashing, metal edge flashing, metal apron flashings and abandoned equipment curb metal caps. Provide complete with flashings and attachment method.
 - 1.1.8.2.1 Minimum required components include, if applicable, wood blocking, fasteners, insulation, cover board, cants, tapered edge strips, adhesives, cements, underlay, membrane plies, cap sheet, metal, bituminous and acrylic resin flashings and sealant.

1.2 PRODUCT DATA

- 1.2.1 On Contractor's letterhead, in a list form, submit a complete description of the materials to be used on the project including roofing system and all its components, the respective manufacturer, and a statement that all the listed items meet the requirements of the project specifications.
- 1.2.2 Submit each manufacturer's technical specifications and installation procedures for each major roofing component required.

1.3 SAMPLES

- 1.3.1 Submit two 6-inch long samples of each metal shape to be used on this Project to Architect for approval. Metal shapes are to be constructed in accordance with approved shop drawings and will be used for establishment of quality standards during installation.
- 1.4 RELATED SECTIONS
 - 1.4.1 Section 01300 "Submittals."
- PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

QUALITY CONTROL

PART 1 GENERAL

1.1 QUALITY CONTROL – CONTRACTOR

1.1.1 Maintain quality control over products, services, site conditions, and workmanship to produce work of specified quality.

1.2 QUALITY CONTROL – OWNER

- 1.2.1 The Owner reserves the right, at his discretion, to retain the services of an independent construction monitoring representative to provide full or periodic inspection of the project. If Owner engages this service, the Contractor will be informed. Testing may be performed to determine any deficiencies in the assembly.
- 1.2.2 Work found in violation of the Specifications or not in conformance with acceptable workmanship practices/standards shall be subject to rejection, including complete removal and replacement with new materials at Contractor's expense.
- 1.2.3 Failure of Owner or Architect to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, or a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance of work or of material which is not strictly in accordance with the Contract, nor shall it be deemed a waiver by Owner or any of Owner's rights pursuant to this Contract or otherwise.
- 1.2.4 Contractor may be made to uncover work in-place to determine the quantity and quality of material and workmanship. Contractor photographs may or may not be accepted to validate fasteners, fastener frequency, unit price work, and other elements of the work concealed by project finishes.

1.3 QUALITY ASSURANCE

- 1.3.1 Roofing Contractor Qualifications: A Roofing Contractor experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Installer shall employ workers trained and approved by manufacturer. The Roofing Contractor shall be licensed as a specialty roofing contractor with at least 5 years of contracting experience in the type of work involved in this project and must have performed work similar to the proposed scope of work. Evidence of qualifications must be available by the Contractor upon request of the Owner.
- 1.3.2 Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful

in-service performance.

1.4 QUALITY CONTROL

- 1.4.1 Owner Responsibilities: Owner will provide inspections during the work. Such inspections may be daily or periodic.
- 1.4.2 Contractor Responsibilities: Unless otherwise indicated, provide quality-control inspections with Contractor's own work force. Repair or replace nonconforming work.
- 1.4.3 Associated Services: Cooperate with agencies performing inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Provide the following:
 - 1.4.3.1 Access to the Work.
 - 1.4.3.2 Incidental labor and materials necessary to facilitate inspections.
- 1.4.4 Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate inspections.
- PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 REPAIR AND PROTECTION

- 3.1.1 General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 3.1.1.1 Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 3.1.1.2 Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- 3.1.2 Protect construction exposed by or for quality-control service activities.
- 3.1.3 Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

QUALITY CONTROL

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION

- 1.1.1 Contractor shall provide for temporary facilities and controls required for the performance of the project except as otherwise noted. Such items include, but are not necessarily limited to, water, electricity, and telephone; sanitary facilities; protection, security and safety materials; and enclosures such as tarpaulins, barricades, fences and canopies.
- 1.1.2 All equipment furnished by Contractor shall comply with all pertinent safety requirements.
- 1.1.3 Ladders, planks, hoists, chutes and all similar items furnished in the execution of the work are to comply with all requirements of OSHA and any other regulatory agency having jurisdiction over this project.
- 1.1.4 All temporary facilities will be subject to the Owner's approval.

1.2 PRODUCT HANDLING

- 1.2.1 Contractor shall exercise all means necessary to maintain temporary facilities and controls in proper and safe condition throughout the progress of the project.
- 1.2.2 All required connections to existing utility systems shall be made with minimum disruption. If disruption of existing service is required, notice shall be given to the Owner and connections shall not be made without Owner's approval. If necessary, Contractor shall provide for alternate temporary service.

PART 2 PRODUCTS

2.1 TEMPORARY UTILITIES

- 2.1.1 Electricity: Owner will not furnish electricity to the Contractor during this project. Contractor to provide temporary power as necessary to complete the work of this project.
- 2.1.2 Water: The Contractor will be provided water to the extent of the existing sources. The Contractor shall be responsible for any additional water that may be needed or desired by them. The Contractor is also responsible for getting the water to any location where needed or desired.
- 2.1.3 Telephone: The project foreman and superintendent must have a cell phone, and it must be active the entire construction period.
- 2.1.4 Connects and Disconnects: In the event it is necessary to disconnect any electrical wiring or connections, plumbing lines, gas lines, or other building services, notify the Owner 72 hours in advance to provide sufficient advance time to minimize disruption of service. Contractor shall not disconnect or connect services unless

authorized in writing by Owner.

2.2 TEMPORARY FACILITIES

- 2.2.1 Sanitary Facilities: The Contractor shall provide and maintain proper temporary self-contained sanitary facilities in the quantity required for use of all personnel. All facilities shall be maintained in a sanitary condition at all times.
- 2.2.2 Ventilated Storage Facilities: Provide, as required, facilities to maintain specific storage conditions as described within this Specification and as recommended by the materials' manufacturers for use in construction.

2.3 CONSTRUCTION AIDS

- 2.3.1 Roof Access: The Contractor shall provide equipment for access to the roof unless otherwise directed by Owner.
- 2.3.2 Ladders: The Contractor shall remove all ladders from the roof and site at the end of work each day. Ladders may be stored in locked storage trailer.
- 2.3.3 Fire Extinguishers: Contractor shall provide adequately sized fire extinguishers for the project site.
- 2.3.4 Contractor is to ensure all moving equipment has a "Kill Switch" or emergency stop button. Switch is designed to disengage movement of equipment instantly.
- 2.3.5 Enclosures: The Contractor shall provide fencing, barricades, warning signs, and all necessary safeguards to warn and prevent workers, pedestrians, and Owner's personnel from being exposed to dangers or hazards created by this project.
- 2.3.6 Temporary Construction: The Contractor shall furnish, install, and maintain for the duration of the project all scaffolds, ladders, tarpaulins, platforms, bridges, canopies, steps, and other temporary construction required to properly facilitate completion of the project in compliance with all safety and other regulations.
- 2.3.7 Signs: No signs or advertising of any kind shall be allowed on the project site unless approved in advance by Owner.
- 2.3.8 Parking: Contractor's construction vehicles shall enter the project site and park in areas as directed by the Owner. The Contractor shall be responsible for coordination of traffic by his subcontractors, suppliers, etc., so as not to disrupt ongoing operations of the Owner.

PART 3 EXECUTION

Not Used.

CONSTRUCTION CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Scrap, debris, waste material, and other items from all operations shall not be allowed to accumulate on the Project site. Debris shall be removed and properly disposed of daily in accordance with all Federal, State, and Local regulations in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way.
- 1.1.2 The buildings and site shall be maintained in a clean condition throughout the duration of the Project. Contractor shall comply with all requirements for cleanliness described in other sections of these Specifications.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- 2.1.1 Contractor shall provide all required manpower, material, and equipment to maintain the specified standard of cleanliness.
- 2.1.2 Contractor shall use only those materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer or approved by the Architect.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

- 3.1.1 Contractor shall conduct daily inspections to ensure that the requirements for cleanliness are being met. Roof surface, building interiors, and grounds in work area shall be cleaned before close of work each day.
- 3.1.2 Contractor shall provide storage containers for all items awaiting removal from the site. Storage containers and locations shall be approved by the Architect and promptly disposed of when at capacity.

3.2 STORED MATERIALS

- 3.2.1 Stored items shall be kept in an orderly arrangement allowing maximum access and shall not impede drainage or traffic.
- 3.2.2 Contractor shall inspect all arrangements of materials stored on the Project site on a minimum weekly basis and shall service all arrangements in accordance with the requirements of paragraph 3.1.1 of this Section.

STORAGE AND PROTECTION

PART 1 GENERAL

1.1 FACILITY PROTECTION

- 1.1.1 Limit size of work sections to safeguard adjacent materials, structures, etc. and to minimize dust and noise.
- 1.1.2 Protect existing facilities from damage during work. Do not overload existing paving, curbs, sidewalks, etc. with vehicle traffic. Do not overload new or existing construction with demolition debris, equipment, new materials etc.
- 1.1.3 Protect existing facilities from fire. Contractor shall provide suitable and adequate fire extinguishers conveniently located on the premises at staging areas, storage areas, and at areas of equipment. Competent operators shall be in attendance at all times and shall be properly trained or instructed in fire protection. At all times during the application of hot bitumen, appropriate fire extinguishers shall be located at the kettle and on the roof.
- 1.1.4 Plywood, minimum 3/4-inch-thick, or other suitable materials shall be used to protect roof areas from damage that may be caused by concentrated equipment loads and foot traffic.
- 1.1.5 Site and roof traffic shall be confined to work areas. Contractor shall be responsible for leaks that develop in traffic areas during and after Project completion. Grounds damaged by work shall be restored to pre-work condition and shall include, but are not limited to, hauling in new acceptable fill dirt material and reseeding of the affected site.
- 1.1.6 Contractor shall protect interior operations from adverse weather during roofing operations. This requirement extends beyond the immediate project scope of work to adjacent contiguous roof areas.
- 1.1.7 The Contractor is responsible and shall be held liable for any damages to the adjacent roof assemblies, building, building contents, its occupancy, grounds, or landscaping resulting from work under the Contract. In the event of damage, Contractor will restore property to a condition equivalent to that at the time the Project started. Restoration may be necessary to construction assemblies not specified in this project manual. In such cases, repair methods and materials are subject to approval by Owner.
- 1.1.8 The Contractor shall keep existing drainage facilities clear of debris during construction.

1.2 MATERIAL PROTECTION

1.2.1 Products shall be transported by methods which avoid damage. Damaged

material shall be subject to rejection by the Architect.

- 1.2.2 Store roll good materials in covered trailers or trailers with materials covered with tarps.
- 1.2.3 Materials stored in open shall be placed on pallets with wood blocks underneath to provide ventilation.
- 1.2.4 It is the responsibility of the Contractor to ensure roofing material and other products are adequately protected from damage.
- 1.2.5 Damaged materials will be designated by spray painting and must be removed from the project site within 24 hrs.

1.3 STORAGE

- 1.3.1 Contractor shall be responsible for proper storage of equipment, materials, and devices furnished by themselves and/or their subcontractors and suppliers.
- 1.3.2 All storage areas are subject to approval by the Owner or their authorized representative.
- PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 FINAL CLEANING

- 1.1.1 Except as specifically provided otherwise, "clean" shall be interpreted as meaning the level of cleanliness generally attainable by skilled cleaners using commercially available building maintenance equipment and materials.
- 1.1.2 Execute cleaning prior to final inspection.
- 1.1.3 Unless otherwise directed by the Architect, the Contractor shall clean all adjacent areas on the site and completely remove all resultant debris.
- 1.1.4 Clean all roof areas and drainage systems. Clean interior and exterior surfaces exposed to view; remove stains and foreign substances. Such work shall be accomplished at no additional cost to the Owner.
- 1.1.5 Clean equipment as required.
- 1.1.6 Clean site; sweep paved areas; rake clean other areas.
- 1.1.7 All tools, equipment, construction materials, scrap, debris, and waste shall be removed from the project site.
- 1.1.8 Restore grass areas by filling ruts, compacting soil, raking, seeding, and fertilizing. Replace any damaged sidewalks or pavement.
- 1.1.9 Remove portable sanitary facilities from site. Clean and disinfect area as necessary to ensure sanitary health conditions.

1.2 FINAL INSPECTION

- 1.2.1 Architect's representative will conduct a final inspection with Owner's representative and the Contractor's representative.
- 1.2.2 Any scheduled inspection reports by the roof system manufacturer's representative or Local Jurisdiction Inspectors, if required, shall be furnished prior to Final Inspection and Contract Closeout.

1.3 WARRANTIES AND BONDS

1.3.1 Refer to Section 01740 "Warranties and Bonds" for requirements.

1.4 CLOSE-OUT

- 1.4.1 Final payment will be made to the Contractor only after the following have been submitted. Please provide (3) copies of the following documents.
 - 1.4.1.1 Certificate of Final Completion, SE-560.
 - 1.4.1.2 List of Subcontractors by specialty, including address and telephone number.
 - 1.4.1.3 Consent of Surety to Final Payment, AIA G707.
 - 1.4.1.4 Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
 - 1.4.1.5 Contractor's Affidavit of Release of Liens, AIA G706A.
 - 1.5.1.6 Roofing Contractor's Affidavit of Waiver and Release of Liens Conditional Upon Receipt of Final Payment.
 - 1.4.1.6 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)
 - 1.4.1.7 Contractor's 7-year Watertight warranty to Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

WARRANTIES, INSURANCE AND BONDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Upon completion of the work and prior to the final payment, the Contractor shall submit the following items to the Architect:
 - 1.1.1.1 Copies of all manufacturers' punch lists and documentation of completion.
 - 1.1.1.2 Copies of all punch lists prepared by the Architect and documentation of completion.
 - 1.1.1.3 Contractor's 7-Year Watertight Warranty to Owner.
 - 1.1.1.4 Asbestos Free Warranty

1.2 RELATED SECTION

1.2.1 Submit all items required by this Section as part of Closeout Procedures, Section 01 7700.

1.3 WARRANTIES

- 1.3.1 Contractor's Warranty: Comply with the General Conditions of the Contract concerning warranties and bonds. The Contractor shall agree that the work covered under this Contract shall remain free from any water penetration and physical defects caused by defective workmanship or materials for a period of 7 years from the date of final acceptance by Owner. Warranty shall be in the form enclosed at the end of this section.
 - 1.3.1.1 Emergency repairs to defects and leaks shall be performed within two working days of receiving notice from Owner. As soon as weather permits, permanent repairs and restoration of affected areas shall be accomplished in a manner in conformance with the original Contract requirements. This work shall be done without additional cost to the Owner, except if it is determined that such leaks and defects were caused by abuse, lightning, hurricane, tornado, hailstorm, or other unusual phenomena.
 - 1.3.1.2 In addition, the Contractor and Owner's representative shall conduct an inspection approximately 30 days prior to the end of the Contractor's warranty to determine the present physical condition of the roofing system. The Owner's representative shall then submit a written report as to the findings of this inspection. The Roofing Contractor, at his own expense, shall repair any defects covered under the scope of this contract.

- 1.3.1.3 The warranties shall also state that the Owner has the right, at any time during the 7-year Contractor's warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the first seven years of the warranty period shall be borne by the Contractor and action by the Owner shall not invalidate the warranty.
- 1.3.2 Asbestos Free Warranty: Contractor shall obtain and submit an ASBESTOS FREE WARRANTY from each subcontractor, material supplier, and equipment manufacturer upon completion of the work and prior to final payment. Each shall be in the form of that found at the end of this section and shall be properly executed and printed on the Contractors' or material and/or equipment suppliers' standard letterhead.

1.4 INSURANCE AND BONDS

- 1.4.1 There is a requirement for a Bid Bond in an amount equal to 5% of the Contract Base Bid price issued by a surety authorized to do business in the State of South Carolina.
- 1.4.2 Successful Contractor shall be required to provide Performance Bond in the amount of 100% of the contract for construction issued by a surety authorized to do business in the State of South Carolina.
- 1.4.3 Successful Contractor shall be required to provide Labor and Materials Payment Bond in the amount of 100% of the contract for construction issued by a surety authorized to do business in the State of South Carolina.

PART 2 PRODUCTS

Not Used.

- PART 3 EXECUTION
- 3.1 Roofing Installer's Warranty and Asbestos Free Warranties
 - 3.1.1 Following this section there are sample Roofing Installer's Watertight Warranty and ASBESTOS FREE WARRANTY forms. Prior to final payment, submit these documents as written on the corporate letterhead of the appropriate party.

END OF SECTION 01740

ENCLOSURES: Contractor's Seven Year Warranty ASBESTOS FREE WARRANTY

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WARRANTIES, INSURANCE, AND BONDS

(CONTRACTOR'S LETTERHEAD) SEVEN YEAR WARRANTY

Known all men by these presents, that we, (Insert Contractor Name), having installed underlayment, new and reclaimed slate shingles, and sheet metal work, and having accomplished reroofing and certain other work on the Reroofing Construction Project at USC Old Observatory Building under contract between the University of South Carolina and (Insert Contractor Name), warrant to the University of South Carolina with respect to said work that for a period of seven years from date of final acceptance of said work, the roofing systems including underlayment, new and reclaimed slate shingles, metal dormers, cupola, gutters and downspouts and sheet metal work, shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

- a. Defects or failures resulting from abuse by the Owner.
- Defects in design involving failure of (1) structural frame, (2) load-bearing walls, b. and (3) foundations.
- Damage caused by fire, tornado, hurricane, acts of God, wars, riots, or civil C. commotion.

We, (Insert Contractor Name), agree that should any leaks occur in the roofing, we will promptly remedy said leaks in a manner to restore the roof to a watertight condition by methods compatible to the system and acceptable under industry standards and general practice.

We, (Insert Contractor Name), further agree that for a period of seven years from date of final acceptance referred to above, we will make repairs at no expense to the Owner to any defects which may develop in the work including, but not limited to, cracked or broken shingles, sliding shingles and loose shingles and/or metal flashings and gutters in a manner compatible to the system and acceptable under industry standards and general practice.

We, (Insert Contractor Name), also agree that the Owner has the right, at any time during the seven-year warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the first seven years of the warranty period shall be borne by the Contractor, and action by the Owner shall not invalidate the warranty.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this day of _____, 20 ____.

CONTRACTOR:

WITNESS:

by _____ President (Owner)

Notary Public

WARRANTIES, INSURANCE, AND BONDS

Asbestos Free Warranty

Owner: University of South Carolina Location of Building: 1430 Pendleton Street, Columbia, SC 29201 Name of Building: USC Old Observatory Building Date of Substantial Completion:

having furnished labor, materials, equipment and/or supplies; to include the removal of existing slate shingle roofing assembly down to the wood deck, preparations to the existing decking, and the new installation of underlayment, slate roof shingles, gutters & DSs, metal flashings, cupola and associated roof system components from, to, and/or on Observatory Building as under contract between

University of South Carolina

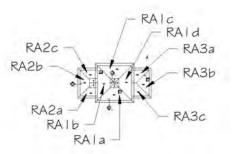
and

(Contractor and/or Subcontractor, Material Supplier or Equipment Supplies)

warrant to Owner with respect to said work that no materials containing asbestos fibers were incorporated into the work, and that to our knowledge and belief, no materials containing asbestos remain in or are covered by the work.

Exceptions:

If there are no exceptions, state "No Exceptions" here.



IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this

. 20 day of

WITNESS:

Company

Bv

Notary Public

State No: FY21000007 PF 11012.022.004 July 2020 WBS: jaw

WARRANTIES, INSURANCE, AND BONDS

01740 - 5

SECTION 06 1000

ROUGH CARPENTRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1.2.1 This Section includes the following:
 - 1.2.1.1 Wood blocking and nailers at the Rafter Braces and Roof Decking substrate.
- 1.2.2 Related Sections include the following:
 - 1.2.2.1 Division 7 Section 07 5920 "Removals & Preparation".
 - 1.2.2.2 Division 7 Section 07 3100 "Slate Shingles".
 - 1.2.2.3 Division 11 Section 11 2400 "Fall Protection Devices"

1.3 DEFINITIONS

- 1.3.1 Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1.3.1.1 NLGA National Lumber Grades Authority.
 - 1.3.1.2 SPIB Southern Pine Inspection Bureau.
 - 1.3.1.3 ALSCBR American Lumber Standards Committee Board of Review

1.4 SUBMITTALS

1.4.1 Material Certificates: Manufacturer's Certificate of Compliance with the material specifications of this section, signed by a responsible officer of the manufacturing firm and notarized.

1.5 QUALITY ASSURANCE

1.5.1 Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated as documented according to ASTM E 548.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- 2.1.1 Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2.1.1.1 Lumber:
 - 2.1.1.1.1 Boise Cascade Corporation.
 - 2.1.1.1.2 Georgia-Pacific Corporation.
 - 2.1.1.1.3 Louisiana-Pacific Corporation.
 - 2.1.1.1.4 International Paper Corp.

2.2 WOOD PRODUCTS, GENERAL

- 2.2.1 Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 2.2.1.1 Factory mark each piece of lumber with grade stamp of grading agency.
 - 2.2.1.2 Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified.
 - 2.2.1.3 Provide dressed lumber, S4S, unless otherwise indicated.
 - 2.2.1.4 Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- 2.3.1 Preservative Treatment by Pressure Process: AWPA C-2 (Ground Contact lumber) and AWPA C9 (plywood).
- 2.3.2 Preservative Chemicals: Acceptable to authorities having jurisdiction the following or approved equal:
 - 2.3.2.1 Alkaline Copper Quaternaries (ACQ-C or D).
- 2.3.3 Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- 2.3.4 Retention of preservative shall be 0.40 pcf.

- 2.3.5 Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- 2.3.6 Application: Treat all rough carpentry to include, but not limited to, the following:
 - 2.3.6.1 Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, and waterproofing.
 - 2.3.6.2 Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.4 MISCELLANEOUS LUMBER

- 2.4.1 For concealed boards, provide lumber with 19 percent maximum moisture content and of the following species and grades:
 - 2.4.1.1 Mixed southern pine, No. 2 grade; SPIB.

2.5 FASTENERS

- 2.5.1 Reference Division 7 Section 07 5920 "Removals and Preparation"
- 2.5.2 All fasteners, connections, clips or strap anchors for preservative-treated wood shall be either hot-dipped zinc coated galvanized steel or stainless steel (Type 304 or 316 SS).

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- 3.1.1 Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate blocking and similar supports to comply with requirements for attaching other construction.
- 3.1.2 Separate any aluminum metal component from preservative treated lumber with minimum divorcing layer of 15lb. asphalt saturated building paper. Use appropriate stainless-steel fasteners.
- 3.1.3 Never use aluminum fasteners with preservative treated wood.
- 3.1.4 All wood nailers shall be of sufficient thickness so as to finish flush with the adjacent insulation. Securely anchor wood blocking with appropriate fasteners a minimum of two (2) for every 16". Perimeter wood blocking and at openings shall be a minimum nominal width of 6".
- 3.1.5 Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- 3.1.6 Apply field treatment complying with AWPA M4 to cut surfaces of preservativetreated lumber and plywood.
- 3.1.7 Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 3.1.7.1 Published requirements of metal framing anchor manufacturer.
 - 3.1.7.2 Table 2304.10.1, "Fastening Schedule," in the International Building Code.
- 3.1.8 For wood to wood connections use ring shanked, hot dipped galvanized nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

SECTION 07 3100

SLATE SHINGLES

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

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

1.2. SUMMARY

- 1.2.1. Section Includes:
 - 1.2.1.1. Slate Shingles.
 - 1.2.1.2. Underlayment.
- 1.2.2. Related Sections:
 - 1.2.2.1. Section 01 1025 "Measurement & Payment".
 - 1.2.2.2. Section 01 7400 "Warranties, Insurance and Bonds".
 - 1.2.2.3. Section 06 1000 "Rough Carpentry".
 - 1.2.2.4. Section 07 5920 "Removals and Preparation".
 - 1.2.2.5. Section 07 6200 "Flashing and Sheet Metal".
 - 1.2.2.6. Section 11 2400 "Fall Protection Devices".

1.3. DEFINITIONS

1.3.1. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this section.

1.4. ACTION SUBMITTALS

- 1.4.1. Product Data: For each type of product indicated.
- 1.4.2. Samples for Initial Selection: Of each color, size, texture, and shape.
 - 1.4.2.1. Include similar Samples of trim and accessories involving color selection.
- 1.4.3. Samples for Verification: For the following products, of sizes indicated, to verify

color selected:

- 1.4.3.1. Slate Shingle: Full Size, of each color, size, texture and shape.
- 1.4.3.2. Fasteners: Three fasteners of each type, length and finish.

1.5. INFORMATIONAL SUBMITTALS

- 1.5.1. Material Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each slate variety.
- 1.5.2. Warranty: Sample of Contractor's Watertight Warranty to Owner.

1.6. MAINTENANCE MATERIAL SUBMITTALS

- 1.6.1. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1.6.1.1. Slate Shingles: 2% of total roof area installed, including each type and color, stacked on edge on/in a wooden pallet frame secured with metal banding straps.

1.7. QUALITY ASSURANCE

1.7.1. Roofing Contractor Qualifications: A Roofing Contractor experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Installer shall employ workers trained and approved by manufacturer. The Roofing Contractor shall be licensed as a specialty roofing contractor with at least 5 years of contracting experience in the type of work involved in this project and must have performed work similar to the proposed scope of work. Evidence of qualifications must be available by the Contractor upon request of the Owner.

All subcontract trades to the Roofing Contractor must be licensed in their specialty trade area if specialty area is governed by SC Department of Labor, Licensing and Regulation. Evidence of qualifications must be available by the Contractor upon request of the Owner.

1.7.2. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

1.8. QUALITY CONTROL

- 1.8.1. Owner Responsibilities: Owner will provide inspections during the work. Such inspections may be daily or periodic.
- 1.8.2. Contractor Responsibilities: Contractor will provide a fully qualified, full-time project superintendent in addition to the working crew foreman. The crew

foreman will be an English-speaking Foreman, who will be experienced in the application of the specified roofing system.

- 1.8.3. Safety and Health Program: Contractor shall have and maintain a written safety and health program in the form of a dedicated safety and health manual. The manual and program shall conform to applicable OSHA requirements. If requested by the Owner, a copy of the manual shall be made available to the Owner.
- 1.8.4. Superintendent responsibilities will include, but are not limited to the following:
 - 1.8.4.1. Scheduling and coordination of the work with General Contractor.
 - 1.8.4.2. Maintain daily log which will include quantities of unit price work.
 - 1.8.4.3. Project safety, both general and specific to the daily activity.
 - 1.8.4.4. Material delivery and storage.
 - 1.8.4.5. Overall quality control regarding removals, preparations, and the installation of the new components.
 - 1.8.4.6. Act as Point of Contact with the Owner's designated point of contact and the Architect.
- 1.8.5. Additional Contractor Responsibilities: Unless otherwise indicated, provide quality-control inspections with Contractor's own work force. Repair or replace nonconforming work.
- 1.8.6. Associated Services: Cooperate with agencies performing inspections and similar quality-control services and provide reasonable auxiliary services as requested. Provide the following:

1.8.6.1. Access to the Work.

1.8.6.2. Incidental labor and materials necessary to facilitate inspections.

1.8.7. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate inspections.

1.9. MATERIAL QUALITY ASSURANCE:

1.9.1. Source Limitations: Obtain each color of new slate shingle from single quarry capable of producing slate of consistent quality in appearance and physical properties. If reclaimed slate is available in enough quantity, then that is preferred. Pass cost savings on to Owner through adjustment in quoted Unit Price quantity for new quarried slate. Consideration will be given by Architect to multiple reclaimed sources and acceptance based on their dimensions and color

matching that of the existing reclaimed slate sourced from the existing roof.

- 1.9.2. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for material and execution.
 - 1.9.2.1. Build mockups for slate shingles including related roofing materials.
 - 1.9.2.1.1. Size: Minimum of 48 inches long by 48 inches wide.
 - 1.9.2.2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 1.9.2.3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- 1.9.3. Pre-Installation Conference: Conduct conference at Project site.
- 1.10. UNIT REPLACEMENT ACCOUNTS:
 - 1.10.1. Unit Replacement Accounts are quantities to be included in the Base Bid by Bidders for materials or services that will be used in the performance of the Work to replace broken or missing existing Unit material quantities. Reference Section 01 1025 Measurement & Payment.
 - 1.10.2. Before proceeding with Unit Replacement work, Contractor shall survey the work to be covered by the Unit Replacement Accounts in the presence of the Architect for verification of Unit Replacement quantities for the Project.
- 1.11. DELIVERY, STORAGE, AND HANDLING
 - 1.11.1. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double stack rolls.
 - 1.11.1.1.Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
 - 1.11.2. Protect unused underlayment from weather, sunlight, and moisture when left out overnight or when roofing work is not in progress.
 - 1.11.3. Store slates on edge, and on pallets.

1.12. WARRANTY

1.12.1. Special Warranty: Use form included in Specification Section 01 7400 Warranties, Insurance and Bonds. Standard form in which Roofing Installer agrees to repair or replace slate roofing that fails in materials or workmanship within specified warranty period.

1.12.1.1.Warranty Period: 7 years form the date of Substantial Completion.

PART 2 - PRODUCTS

2.1. SLATE SHINGLES

- 2.1.1. Slate Shingles: ASTM C 406, Grade S1; hard, dense, and sound; chamfered edges, with nail holes machine punched for slates 3/8" or less in thickness, slates thicker than ½" may be drilled and countersunk.
 - 2.1.1.1. No broken or cracked slates, no broken exposed corners, and no broken corners on covered ends that could sacrifice nailing strength or laying of a watertight roof.
 - 2.1.1.2. No pyrite inclusions in slates.
 - 2.1.1.3. No carbon-bearing bands or soft or weak ribbons in slates.
 - 2.1.1.4. No knots or knurls or cramps in slates that would produce humps in the roof.
 - 2.1.1.5. Nail holes are to be positioned no more than 1.5" in from the side edges of the slate.
 - 2.1.1.6. Nail holes must be positioned approximately 2/3 the distance from the bottom of the slate when using standard 3" head lap. The top of the underlying slate shall not be penetrated by the slating nails.
 - 2.1.1.7. The holes punched in the slates shall be the correct diameter to provide a snug fit for the shank of the roofing nails.
 - 2.1.1.8. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 2.1.1.8.1. Buckingham Slate Company, LLC, or equal.
 - 2.1.1.9. Reclaimed Slate Shingle Suppliers:
 - 2.1.1.9.1. Worth Supply, or equal.
 - 2.1.1.10.Thickness: 1/4"
 - 2.1.1.11.Surface Texture: To match existing to be reinstalled.
 - 2.1.1.12.Size: 22"x11"
 - 2.1.1.13.Nail Holes: Minimum 2 per shingle.
 - 2.1.1.14.Butt Shape: Standard Rectangle.

2.1.1.15.Color: Grey

- 2.1.1.16.Weather Exposure Color Change: Unfading
- 2.1.2. Starter Slate: Slate shingles with chamfered nail holes front-side punched.
 - 2.1.2.1. Length: Exposure of slate shingle plus head lap.

2.2. UNDERLAYMENT MATERIALS

- 2.2.1. Felts: ASTM D 226 or ASTM D 4869, Type [I] [II], asphalt-saturated organic felts, nonperforated. Such as Shingle-Mate® as manufactured by GAF.
- 2.2.2. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 55-mil- (1.4-mm-) thick sheet; High Temperature, glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied. Such as GAF Weather Watch®

2.3. ACCESSORIES

- 2.3.1. Slating Nails: ASTM F 1667, copper or stainless-steel, smooth shanked, wire nails; 0.135-inch minimum thickness; sharp pointed; with 3/8-inch minimum diameter flat head; of sufficient length to penetrate a minimum of 1.5 inch into nailable concrete plank decking.
 - 2.3.1.1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- 2.3.2. Felt Underlayment Nails: Stainless-steel, or hot-dip galvanized-steel wire nails with low-profile capped heads or disc caps, 1-inch minimum diameter.
- 2.3.3. Copper Eave Cants: Comply with requirements in Section 07 6200 "Flashing and Sheet Metal". Solder continuous cant to apron flashing to raise starter shingle.

2.4. METAL FLASHING AND TRIM

2.4.1. General: Comply with requirements in Section 07 6200 "Sheet Metal Flashing and Trim."

2.4.1.1. Sheet Metal: minimum 16 oz. Copper.

- 2.4.2. Fabricate sheet metal flashing and trim to comply with recommendations that apply to design, dimensions, metal, and other characteristics of the item in SMACNA's "Architectural Sheet Metal Manual" and "Copper and Common Sense" by Revere Copper Products.
- 2.4.3. Vent-Pipe Flashings: Provide minimum 4 lb. lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.

PART 3 - EXECUTION

3.1. EXAMINATION

- 3.1.1. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 3.1.1.1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking; and that installation is within flatness tolerances.
 - 3.1.1.2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provision has been made for flashings and penetrations through roofing.
- 3.1.2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2. UNDERLAYMENT INSTALLATION

- 3.2.1. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- 3.2.2. Double-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Install a 19-inch- wide starter course at eaves and completely cover with full-width second course. Install succeeding courses lapping previous courses 19 inches in shingle fashion. Lap ends a minimum of 6 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt underlayment nails.
 - 3.2.2.1. Terminate felt underlayment extended up not less than 4 inches against sidewalls, curbs, chimneys, and other roof projections.
- 3.2.3. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at eave, rake, valley and ridge locations, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.
- 3.2.4. Metal-Flashed, Open-Valley Underlayment: Install two layers of 36-inch-wide self-adhering waterproof underlayment centered in valley. Stagger end laps between layers at least 72 inches. Lap ends of each layer at least 12 inches in direction to shed water.
 - 3.2.4.1. Lap roof-deck felt underlayment over first layer of valley underlayment at least 6 inches.

3.3. METAL FLASHING INSTALLATION

- 3.3.1. General: Install metal flashings and other sheet metal to comply with requirements in Section 07 6200 "Sheet Metal Flashing and Trim."
- 3.3.2. Install metal Fall Protection Devices and slate to comply with requirements in Section 11 2400 "Fall Protection Devices".
- 3.3.3. Apron Flashings at ridge headwalls: Extend lower flange over and beyond each side of downslope slate shingles and up the vertical face surface of the dormers.
- 3.3.4. Step Flashings (None this project): Install with a head lap of 3 inches and extend both horizontally and vertically. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying slate shingle. Fasten to roof deck only.
- 3.3.5. Cricket Flashings (None this project): Install against the roof-penetrating element, extending concealed flange beneath upslope slate shingles and beyond each side.
- 3.3.6. Hip Flashings: Install centrally over hip with lower edge of flashing concealed by butt of overlying slate shingle. Fasten to roof deck.
- 3.3.7. Valley Flashings: (None this project).

3.4. SLATE SHINGLE INSTALLATION

- 3.4.1. General: Beginning at eaves, install slate shingles according to the SRCA's written installation guidelines and as follows:
 - 3.4.1.1. Install metal drip edge with integral cant at eave edges. Loose Lock with hemmed edge to Built-In Gutter back wall where applicable.
 - 3.4.1.2. Install shingle starter course chamfered face down over cant and underlay.
- 3.4.2. Install first and succeeding shingle courses with chamfered face up. Begin installation with full-width first course end slate at rake edge.
 - 3.4.2.1. Offset joints of uniform-width slate shingles by half the shingle width in succeeding courses.
- 3.4.3. Maintain a 3-inch-minimum head lap between succeeding shingle courses.
- 3.4.4. Maintain uniform exposure of shingle courses between eaves and ridge.
- 3.4.5. Extend shingle starter course and first course minimum 1 inch over fascia at eaves.
- 3.4.6. Extend shingle starter course and succeeding courses 1 inch over fascia at rakes.

- 3.4.7. Cut and fit slate neatly around roof vents, pipes, ventilators, and other projections through roof. Provide tube sealant under slates in a manner to prevent windblown rain from entering the dry side of the roof assembly. Refer to Project drawings.
- 3.4.8. Hang each slate with two slating nails for each shingle with nail heads lightly touching slate. Do not drive nails home drawing slates downward or leave nail head protruding enough to interfere with overlapping shingle above.
 - 3.4.8.1. All slate shingles are to be hand nailed. Nail guns will not be permitted on this project.
- 3.4.9. Metal Ridge: Install metal ridge with fasteners of same metal as ridge, fastened through keyways in slate, or with cleats and blind fasteners.
 - 3.4.9.1. Overlap metal ridge sections minimum 4 inches at ends.
 - 3.4.9.2. Provide tube sealant in (3) rows 1" apart under lapped ends.
- 3.4.10. Hips: Install and anchor slate hips in saddle configuration.
 - 3.4.10.1.Install and anchor wood nailer strips of thickness to match abutting courses of slate shingles. Anchor hip slate to nailer strip with three nails located in upper third of hip-slate length.
 - 3.4.10.2.Notch starter shingle and first shingle course at hip to fit around nailer strips so no wood is exposed at ridge eave.
- 3.4.11. Open Valleys: (Non this Project)

3.5. ADJUSTING AND CLEANING

- 3.5.1. Remove and replace damaged or broken slate shingles.
- 3.5.2. Remove excess slate and debris from Project site.

END OF SECTION 07 3100

SECTION 07 5920

REMOVALS AND PREPARATIONS

PART 1 GENERAL

1.1 SUMMARY

- 1.1.1 This Section includes the following:
 - 1.1.1.1 General Requirements
 - 1.1.1.2 Existing steep sloped roof system assembly removals
 - 1.1.1.3 Roof Deck preparation
 - 1.1.1.4 Installation of New Ceiling Access Panel
 - 1.1.1.5 Disposal
 - 1.1.1.6 Documentation

1.2 RELATED WORK SPECIFIED ELSEWHERE

- 1.2.1 Rough Carpentry: Refer to Part 2 Section 06 1000 Rough Carpentry for associated materials and products not specifically mentioned in this Section.
- 1.2.2 Products and Materials: Refer to Part 2 Section 07 3100 Slate Shingles for associated materials and products not specifically mentioned in this Section.
- 1.2.3 Unit Replacement Accounts: Refer to Section 01 01025 Measurement and Payment.
- 1.2.4 Fall Protection Devices: Refer to Section 11 2400 Fall Protection Devices, for associated materials and products not specifically mentioned in this Section.

1.3 SUBMITTALS

- 1.3.1 Refer to Section 01 3300 "Submittal Procedures" Contractor provided Information.
- 1.3.2 Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.4 QUALITY ASSURANCE

1.4.1 Installer Qualifications: Reference Sections 01 1400 "Quality Controls" and 07 3100 "Slate Shingles."

- 1.4.2 Source Limitations: Obtain components for new slate roofing shingles from a single roofing system manufacturer.
- 1.4.3 Pre-roofing Conference: Prior to the work beginning conduct a pre-construction conference with the Owner and Architect on site with the General Contractor, Roofing Sub-Contractor's project foreman and project manager in attendance.

1.5 PROJECT CONDITIONS

- 1.5.1 Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so the Owner's operations will not be disrupted. Provide Owner and Architect with not less than 72 hours' notice of activities that may affect either one's operations.
- 1.5.2 Coordinate work activities daily with Owner so Roofer can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire alarm or detection equipment if needed and evacuate occupants from below the work area if required.
- 1.5.3 Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area and post a man to ensure that no one enters until work above is complete.
- 1.5.4 Protect building to be reroofed, building interiors, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations. Repair affected areas to original existing condition previous to reroofing project.
- 1.5.5 Protect occupants and property below roofing activity at all times until work overhead is complete to the point that protection is no longer required.
- 1.5.6 Maintain access to existing walkways, corridors and other occupied or used facilities.
 - 1.5.6.1 Do not close or obstruct walkways, corridors and other occupied or used facilities without written permission from authorities having jurisdiction.
- 1.5.7 Limit construction loads on roof to 20 lbs./SF for uniformly distributed loads which includes rooftop equipment wheel loads.
- 1.5.8 Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
- PART 2 PRODUCTS
- 2.1 AUXILIARY ROOFING MATERIALS

- 2.1.1 General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing systems.
- 2.1.2 Capped Nails: Hot dipped galvanized or Stainless Steel as manufactured by ES Products Corporation. Copper as manufactured by Simpson Strong Tie.
- 2.1.3 Wood blocking to wood substrate: Stormguard® hot dipped galvanized ring shanked or spiral decking nails with minimum 3/8" head as manufactured by
- 2.1.4 Fasteners for miscellaneous attachments not specified: Stainless Steel or Copper Roofing Shingle Nail as mfg. by Maze Nails or Simpson Strong Tie.
- 2.1.5 Fall Protection: Reference other specification sections for Fall Protection system, products and execution.
- 2.1.6 Ceiling Access Panel: ¹/₄ plywood and wood molding, painted to match interior.
- 2.1.7 Lateral Bracing at Fall Protection Anchors: 4 2"x8" boards, #2 pine. Attached to rafters and ceiling joists using 3/8" x 6" Steel through bolts with washers.

PART 3 EXECUTION

- 3.1 GENERAL REQUIREMENTS
 - 3.1.1 Protect existing roofing systems that are indicated not to be reroofed.
 - 3.1.2 Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
 - 3.1.3 Raise mechanical equipment, ductwork, and curbs as necessary to maintain minimum 8" base flashing height.
 - 3.1.4 Extend sanitary vents as necessary to a minimum height of 8" above the finished roof surface.
 - 3.1.5 Maintain roof drainage path in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drainage path and conductors. For internal drainage systems, use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast. For gutter downspout outlets remove covers at end of each workday, when no work is taking place, or when rain is forecast. If required, provide temporary downspout boots under gutter connected to gutter outlet to expel storm drainage away from wall surface until permanent downspout is installed.
 - 3.1.6 It is not anticipated that hazardous materials will be encountered in the work of this project. The roofing Sub-Contractor is not anticipated to be involved with their removals. The existing products containing asbestos fibers are primarily in

the attic associated with the Mechanical work. Reference Section 01 1001 Summary of Work.

- 3.1.6.1 If encountered materials are suspected of containing hazardous materials, do not disturb; immediately notify Architect and Owner. Hazardous materials not currently identified in the contract documents will be removed by Owner as a Change Order to the Contract or under separate contract with separate specialty contractor.
- 3.1.7 Storage or sale of removed items or materials on–site will not be permitted.
- 3.1.8 Utility Service: Maintain existing utilities in service and protect them against damage during the selective demolition operations.
 - 3.1.8.1 Maintain security and fire protection facilities in service during selective demolition operations.
 - 3.1.8.2 When unanticipated mechanical, electrical or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit in writing a report to the Architect.
 - 3.1.8.3 Verify that rooftop utilities and service piping have been shut off before commencing work which may not be safe if service is left on.
 - 3.1.8.4 Coordinate shutdown or disconnect of rooftop utilities or service piping with Owner, no less than 72 hours before shutdown or disconnect area scheduled.
- 3.1.9 Site Access and Temporary Controls: Conduct removals, preparations and roofing installation operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 3.1.9.1 Do not close or obstruct roads, streets, walks, walkways and other adjacent occupied and used facilities without written permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 - 3.1.9.2 Erect temporary protection where required by authorities having jurisdiction.
- 3.1.10 Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 3.1.10.1 Provide Temporary toilet facilities on site in location to be determined by Owner and Architect.
- 3.2 EXISTING STEEP SLOPED ROOF SYSTEM ASSEMBLY REMOVALS

- 3.2.1 Roof Areas 1, 2, & 3
 - 3.2.1.1 Remove existing slate shingle roof assembly and other roofing system components, down to the surface of the existing wooden substrate deck.
 - 3.2.1.2 Dispose of all synthetic composite slate shingles and remove from site.
 - 3.2.1.2.1. The slate to be used as replacement for this material is repurposed Buckingham Slate from the USC Barnwell Building, currently stored near 1206 Flora Street (Across Assembly Street from Old Bomber Stadium).
 - 3.2.1.2.2. Additional slate to be used will be purchased by the Contractor per quantity described in Section 01 1025 Measurement and Payment.
 - 3.2.1.3 Remove and discard sheet metal flashing and counter flashings.
 - 3.2.1.4 Remove or repair any obstruction which may interfere with the proper application of new materials.
- 3.3 DECK PREPARATION
 - 3.3.1 Examine, with the installing foreman present, substrate areas and conditions to which roofing systems will be applied and confirm that it complies with the project requirements. Re-nail wood sheathing as necessary to meet IBC fastener requirements.
 - 3.3.2 Remove and replace damaged or deteriorated wood decking or framing.
 - 3.3.3 Wood Sheathing
 - 3.3.3.1 Inspect roof deck, daily, during and after tear-off of slate shingle roofing system. Provide fall-thru protection over known or suspected areas of deteriorated roof deck
 - 3.3.3.2 Fasten all loose wood decking to wood framing using a minimum of two stainless steel screw fasteners per framing member.
 - 3.3.3.3 Remove any existing deteriorated wood deck and replace with new wood deck to match existing thickness.
 - 3.3.3.4 At the two Fall Protection Anchor locations:
 - 3.3.3.4.1. From the rooftop: remove an area of wood plank decking approximately 2 feet by 2'-8" so that it opens two spans between rafters into the attic. Install the bracket for the new Slator Type V-5 Fall protection anchor system as outlined

in the manufactures instructions and in the specification section 11 2400 Fall Protection.

- 3.3.3.4.2. At the king rafter locations, where each new fall protection anchor is located; add new (2) 2x8 braces to sandwich both sides of the king rafter. Refer to project drawings.
- 3.3.3.4.3. Attach the two braces at the king rafter and the ceiling joist by through bolting (4) 3/8" x 6" galvanized metal carriage bolts with washers, lock washers and nuts.
- 3.3.3.4.4. Once the Fall Protection anchors are completed, and any other work requiring access to the attic space through this opening, replace the removed wood plank decking with ³/₄" plywood sheathing cut to fit and fastened to each of the three supporting rafters.
- 3.3.3.5 At all locations, where new wood decking is installed, decking must have 3 spans across existing wood purlins or rafters.
- 3.3.3.6 Secure new wood decking to existing rafters with a minimum of two fasteners per rafter.
- 3.3.3.7 Do not proceed with installation of new roof decking until directed to do so by Architect or Owner. If found necessary, remove and replace wood decking. See Section 01 1001 of these specifications for Unit Price Quantities to include in Base Bid for wood deck replacement.
- 3.3.4 Application of new materials constitutes approval by the installing roofing contractor that the substrate conditions are satisfactory.
- 3.3.5 Confirm that all items to be removed, have been, and that appropriate substrate has been installed and appropriately attached to structure for support of the new roofing system.
- 3.3.6 Confirm all wood blocking is securely anchored to roof deck at all penetrations and terminations.
- 3.3.7 CORRECT ALL UNSATISFACTORY SUBSTRATE CONDITIONS PRIOR TO THE APPLICATION OF NEW ROOF SYSTEM MATERIALS. RE-NAIL EXISTING AND ADD NEW NAILS TO ROOF SHEATHING TO ASSURE SOLID, SECURE DECK.
- 3.4 INSTALLATION OF NEW CEILING ACCESS PANEL
 - 3.4.1 The new Fall Protection Anchors must be visually inspected annually. Install a ceiling access panel, as described below, to allow inspection and maintenance as required.

- 3.4.2 Remove the drywall or plaster ceiling approximately 14" x 32" between (2) adjacent joists, and case the opening with 1x4 casing.
- 3.4.3 Install a new ¼" plywood panel cut to fit the new opening in the ceiling. Overshoot the opening by 1/2" with the casing so the panel can rest on the casing's edge. Remove any obstructions that may prevent moving the panel into and out of place.
- 3.5 DISPOSAL
 - 3.5.1 Collect and place demolished materials in containers daily. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 3.5.2 Do not burn demolished material on site.
 - 3.5.3 Transport demolished materials off Owner's property and dispose of legally.

END OF SECTION 07 5920

SECTION 07 6200

FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 WORK INCLUDED

- 1.1.1 Fabrication and installation of new metal drip edge.
- 1.1.2 Fabrication and installation of new metal ridge flashings.
- 1.1.3 Fabrication and installation of new sheet metal counter flashings.
- 1.1.4 Installation of new metal snow guards.
- 1.1.5 Fabrication and installation of new miscellaneous flanged flashings.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- 1.2.1 Rough Carpentry Section 06 1000
- 1.2.2 Slate Shingles Section 07 3100
- 1.2.3 Removals & Preparations Section 07 5920
- 1.2.4 Fall Protection Devices Section 11 2400

1.3 QUALITY ASSURANCE

- 1.3.1 Qualifications of the Manufacturer: Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Consultant.
- 1.3.2 Qualifications of the Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for the proper performance of the work in this section.

1.4 SHOP DRAWINGS

- 1.4.1 Submit shop drawings for all metal component shapes in accordance with specifications.
- 1.4.2 Indicate material profile, jointing pattern, jointing details, fastening methods, and installation details.

1.5 SUBMITTALS

1.5.1 Refer to Submittal Procedures – Section 01 3300

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1.6 STORAGE AND HANDLING

- 1.6.1 Store materials dry in accordance with Specifications.
- 1.6.2 Stack material to prevent twisting, bending, or abrasion.
- 1.6.3 During storage prevent material contact with any substance that would discolor or stain, including soil and water.

1.7 SCHEDULING

- 1.7.1 All new sheet metal work shall be closely coordinated with the installation of the new roofing membrane such that roofing membrane terminations will not be left unprotected by metal.
- 1.7.2 New sheet metal components shall be installed directly after roofing work such that roofing membrane terminations will not be left unprotected by metal.
- 1.7.3 Immediately after installation of new sheet metal work install all bituminous flashings such that moisture is not trapped under new metal components.

1.8 GUARANTEE

1.8.1 All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the contractor to maintain all sheet metal flashing in a watertight condition without cost to the Owner for a period of seven (7) years after date of final completion.

PART 2 PRODUCTS

- 2.1 SHEET METAL MATERIAL
 - 2.1.1 Copper: 16 oz. & 20 oz copper sheets coil conforming to ASTM B370. Temper shall be HOO mil finished
 - 2.1.1.1 Weight and Thickness: 16 oz. (0.0216-inch thick) (0.55-mm); 20 oz. (0.0270-inch thick) (0.69-mm)
 - 2.1.1.2 Surface Aspect: "CLASSIC COPPER". Bare/bright produced to ASTM B370 mill finished.
 - 2.1.1.3 Stainless steel: 26 gage and 24 gage, Type 302/304 Mill Rolled Finish No.2D or 2B, Conforming to ASTM A 167, Federal Specification QQ-S-766C.
 - 2.1.2 Solder and Stripping for Accessories:

- 2.1.2.1 Solder for Copper: Lead free such as #497 super flow as manufactured by Johnson Manufacturing Co. Princeton, Iowa and as recommended by panel manufacturer.
- 2.1.2.2 Solder for Stainless Steel: Solder joints with stainless steel type flux, 50/50 solder, neutralize flux after soldering.
- 2.1.2.3 Stripping: Johnson's E-127 Flux N Solder with Pure Tin soldering flux.
- 2.1.2.4 Abrasive disc for removal of backside coating.
- 2.1.3 Aluminum Sheet: Conforming to ASTM B 209. Note: Divorce from any preservative treated lumber with at a minimum one layer of 15 Lb. asphalt saturated felt.
- 2.1.4 METAL COMPONENT WEIGHT & FINISH SUMMARY:

2.1.4.1	Metal Drip Edge	16 oz. copper
2.1.4.2	Rake Flashing	16 oz. copper
2.1.4.3	Locking Cleat	20 oz. copper
2.1.4.4	Cleats:	16 oz. & 20 oz. copper to complement
		metal component weight
2.1.4.5	Ridge Flashing	16 oz. copper
2.1.4.6	Lead Flashing	4lb. soft

2.2 ACCESSORY MATERIALS

- 2.2.1 Snow Guard: Shall be made from copper with a 2-3/8" wide by 15-9/16" long strap, such as PD10 Pad Style Snow Guard as manufactured by Alpine SnowGuards.
- 2.2.2 All clamps, straps and supports to be copper or stainless steel.
- 2.2.3 Nails: Shall be copper, copper alloy, or non-magnetic series 300 stainless steel barbed copper nails, size as required by construction.
- 2.2.4 Wood to Metal Screws: Shall be ITW Buildex TRAXX[™] Climacoat[™] flat head 12-24X2 ½" (part No. 1094000).
- 2.2.5 Wood to Wood Screws: Shall be ITW Buildex DEC-KING[™] Climacoat[™] bugle head, size for length required 6x1- 1/4" (part No. 2176500) for sheathing to sheathing application.
- 2.2.6 Fasteners for masonry and concrete: ¹/₄" x 1-1/4" (min.) Powers Zamac drive pins with removable, stainless steel pin. Furnish with metal capped, neoprene washers

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- 2.2.7 Caulking: Sealant shall be Sikaflex 1a, manufactured by Sika Corporation; Chem-Calk 900, manufactured by Bostik, Inc.; or Sonolastic NP-1, manufactured by Sonneborn Building Products or approval equal. Color shall be selected by Owner.
- 2.2.8 CLEANER: For Sikaflex 1a, cleaner shall be Xylol, Toluol, Methly ethyl ketone or commercial solvent recommended by the sealant manufacturer.
- 2.2.9 PRIMER: Shall be as recommended by sealant manufacturer.
- 2.2.10 Flexible Vinyl Flashing: Shall be 20 mil PVC, width as required, such as that manufactured by BMCA, a division of GAF.

2.3 FABRICATION

- 2.3.1 Fabricate and install sheet metal sections in 10-foot lengths except where shorter lengths are required by construction.
- 2.3.2 Form sections square, true, and accurate to size, free from distortion, sharp edges, and other defects detrimental to appearance or performance.
- 2.3.3 Junctures, intersections, corners, and unions of sheet metal shall be held to 18inch legs or less

PART 3 EXECUTION

3.1 INSPECTION

3.1.1 Inspect all surfaces to which metal is to be applied to verify they are clean, smooth, and free of depressions, waves, or projections and have solidly supported joints. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application of the new material.

3.2 REMOVAL

3.2.1 Roofing Removals & Preparations – Section 07 5920

3.3 INSTALLATION

- 3.3.1 Dissimilar metals shall be kept separated to prevent galvanic action. Preventative measures shall include separation by suitable electrolysis breaking material.
- 3.3.2 Separate any aluminum components from preservative treated lumber with a minimum divorcing layer of 15 lb. asphalt saturated building felt. NEVER USE ALUMINUM FASTENERS IN PRESERVATIVE TREATED LUMBER.
- 3.3.3 All metal flanges shall be installed by shingling into the underlayment in accordance with slate manufacturer's written installation instructions.

- 3.3.4 Flash in metal flanges per slate roofing system manufacturer's written recommendations and contract document detail drawings.
- 3.3.5 Install metal to be water and weather tight with lines, arises, and angles sharp and true with plane surfaces free of waves or buckles.
- 3.3.6 Form and install new counterflashing metal as shown in detail drawings. Lap joints 3 inches.
- 3.3.7 All exposed edges of sheet metal shall be folded back, or hemmed, on concealed surfaces (minimum $\frac{1}{2}$ ").
- 3.3.8 All hemmed edges to be engaged in locking cleats shall have 3/4" hem with a folded back return of 5/8". Hem angle maximum 30°. Reference SMACNA Architectural Sheet Metal Manual (Seventh Edition) Figure 2-1 Detail 1.
- 3.4 FABRICATION AND INSTALLATION OF NEW METAL DRIP EDGE.
 - 3.4.1 Fabricate and install new metal drip edge according to project drawings.
 - 3.4.2 At gable, form and install metal drip edge over the underlayment.
 - 3.4.3 Fasten metal drip edge to the deck with 2" long fasteners spaced approximately 6" O.C., staggered.
- 3.5 FABRICATION AND INSTALLATION OF NEW METAL RIDGE FLASHINGS.
 - 3.5.1 Form and install new metal ridge flashing as shown in the Project Drawings.
 - 3.5.2 Prior to the installation of the new metal ridge flashing, install self-adhering waterproof underlayment across the ridge, extending approximately 4" across the ridge on either slope.
 - 3.5.3 Install last course of slate roofing in concert with a continuous strip of EPDM flexible sheet membrane over the surface of the slate shingle on each slope.
 - 3.5.4 Install "dee" ring fall protection straps at 6' O.C. using (8) 16 D hot dipped galvanized,
 - 3.5.5 Install 5' sections of joggle cleat centered between fall protection straps flange on each side of the ridge. Secure to decking with 2" nails at 6" OC.
 - 3.5.6 After installation of fall protection and continuous joggle cleats, attach the hemmed edge of the ridge flashing to the joggle cleat and secure with SS & copper pop rivets approximately 12" OC, on west side of the ridge. Do not pop rivet the ridge flashing through the lapped ends of the ridge flashing.
- 3.6 FABRICATION AND INSTALLATION OF METAL APRON FLASHINGS.

3.6.1 At headwalls of the existing curbs, fabricate and install new metal apron flashing

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similar to SMACNA Figure 4-9A (Similar), and project drawings.

- 3.6.2 At slate ridge intersection with headwall extend new bituminous self-adhering waterproofing (SAWU) behind and up the existing curb vertical face. It shall also cover the slate roofing 5 ½" and adhere continuously over the new repurposed slates. See project Drawings.
- 3.6.3 Provide adhesive spots at 6" O.C. on the surface of the SAWU to receive the new metal apron flashing.
- 3.6.4 Form and install the new metal apron with a 4" (min.) vertical leg and a 6" apron. Apply it under the curb new metal counterflashing.
- 3.6.5 Form apron with a hem in the exposed tonged down leading edge.
- 3.6.6 Set new apron in mastic spots over the SAWU and fasten the 4" vertical leg behind the new curb flashing vertical face.
- 3.7 FABRICATION AND INSTALLATION OF NEW SHEET METAL COUNTER FLASHINGS.
 - 3.7.1 Form and install new counter flashing metal continuous without laps in sides of curbs. Lap in in corner joints a minimum of 3 inches and lock joints.
 - 3.7.2 At headwall conditions, after new headwall flashing is fastened to curb, counterflash with edge metal of curb metal edge fascia.
 - 3.7.3 Secure new counter flashing to top of curb with copper nails at 6" OC staggered.
- 3.8 INSTALLATION OF NEW METAL SNOW GUARDS.
 - 3.8.1 Install new metal snow guards above all perimeter gutter locations in a three-row pattern as described by the Manufacturer.
 - 3.8.2 The third course of slate should be installed in the usual manner. The snow guard should then be placed on the slate shingle with the upslope top end of the strap resting on the roof deck above the slate shingle.
 - 3.8.3 The snow guard should be placed low enough on the slate shingle so that the next course of slate (course 4) lies properly over the top of the snow guard. The face of the pad should be installed 3 times the thickness of the slate shingle, below the butt of the next slate shingle (or a minimum of 5/8" when used with a 1/4" thick or thinner material).
 - 3.8.4 Two fasteners of a material compatible with the snow guard and the roof should be used to attach the snow guard to the roof. Horizontal spacing should be 24" O.C. for the first three courses, with the second course staggered 12" from first and third course.
 - 3.8.5 Install two more courses of slate shingles and another row of snow guards. Repeat

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these steps for the three-row pattern.

- 3.9 FABRICATION AND INSTALLATION OF NEW MISCELLANEOUS FLANGED FLASHINGS.
 - 3.9.1 Set flange on top of all roofing plies in solid bed of black plastic roof cement.
 - 3.9.2 Except at plumbing vents or other locations where flashing is turned into top of pipe or otherwise integrally secure against water entry, install bonnet flashing extending below and beyond edges of flashing riser and secure mechanically to roof penetration so that connection is watertight. Securement by sealant alone is not acceptable. Refer to SMACNA Architectural Sheet Metal Manual Figure 8-11A.
 - 3.9.3 At sanitary vents using lead sleeve flashing, turn top sleeves neatly into inside of pipe at least one inch. Prefabricated sleeve caps may be used. Refer to SMACNA Architectural Sheet Metal Manual Figure 8-12A.

END OF SECTION 07 6200

SECTION 11 2400

FALL PROTECTION DEVICES

PART 1 GENERAL

1.1 SUMMARY

- 1.1.1 This Section includes the following:
 - 1.1.1.1 Design, fabrication and installation of permanent roof-mounted fall protection devices for worker safety.
- 1.1.2 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- 1.1.3 Related Sections:
 - 1.1.3.1 Division 6 Section 06 1000 Rough Carpentry
 - 1.1.3.2 Division 7 Section 07 5920 "Removals & Preparation".
 - 1.1.3.3 Division 7 Section 07 3100 "Slate Shingles".

1.2 REFERENCES

- 1.2.1 American Society for Testing and Materials (ASTM)
- 1.2.2 American National Standard Institute (ANSI)
 - 1.2.2.1 ANSI Z359.1-2007 Safety Requirements for Personal Fall Arrest Systems and Subsystems
 - 1.2.2.2 ANSI Z359.6-2009 Specifications and Design Requirements for Active Fall Protection Systems
- 1.2.3 Occupational Health and Safety Administration (OSHA)
 - 1.2.3.1 OSHA 1926.502 Fall Prevention Systems Criteria and Practices

PART 2 SYSTEM DESCRIPTION

- 2.1 GENERAL
 - 2.1.1 General: Provide structural fall arrest system capable of withstanding loads and stresses within limits and under conditions specified in OSHA and other applicable safety codes. Design, fabricate and install fall protection anchors permanently attached to roof structural members.

- 2.1.2 Loads: Each anchor to provide for connection by two (2) individual workers and capable of withstanding a 10,000-pound load parallel to the steel rafter in which the anchor is attached.
- 2.1.3 OSHA Inspections: Anchors shall be of such design that required inspections as required by OSHA regulation shall be able to be conducted from below the roof.
- 2.1.4 System Type: Anchors and accessories comprising system of following type:
 - 2.1.4.1 Custom-fabricated V-5 permanent stainless-steel anchors by Slator, LLC with manufacturer's standard copper flashing and cast weather-proof cap.
- 2.1.5 Sole-Source Designer and Provider of System:
 - 2.1.5.1 Slator, LLC <u>www.slator-usa.com</u> 1-434-258-9818 Contact; Ronny Roseveare blueglassllc@comcast.net ronny.roseveare@gmail.com

PART 3 SUBMITTALS

- 3.1 GENERAL
 - 3.1.1 Include schedule milestones for design, submittals, fabrication, training and installation as part of initial construction schedule.
 - 3.1.2 Roof layout showing all devices along with areas of the roof each device provides fall protection for to Architect for approval.
 - 3.1.3 Submit shop drawings for all devices specified in this section at same time as shop drawings for components specified in related steel section.
 - 3.1.4 Shop drawings for all devices specified in this section shall be signed and sealed by manufacturer's structural engineer licensed to practice in South Carolina.

PART 4 INSTALLATION

4.1 TRAINING

4.1.1 Manufacturer shall complete training of roof installers and send written confirmation that training has been completed according to manufacturer's procedures prior to the start of any flashing installation.

4.2 INSTALLATION

4.2.1 Install all devices prior to the start of roofing removal in accordance with manufacturer's direction and training.

4.3 INSPECTION

4.3.1 Manufacturer shall conduct an on-site inspection and provide a letter to the Owner after initial installation and prior to use by the Contractor's forces and another inspection letter immediately prior to Substantial Completion stating the anchors are acceptable for use.

4.4 OTHER WORK

- 4.4.1 Prior to closing access through the roof deck, install 2 x 8 rafter braces on either side of the King Rafter tying the king rafter to the ceiling joist.
- PART 5 CLOSE OUT

5.1 CERTIFICATION

5.1.1 Manufacturer's certification at the end of construction that the final installed system meets or exceeds the referenced standards listed in section 1.02.

END OF SECTION 11 2400