



# **Russell House Air Handler Unit Replacement**

## **Specifications**

September 18, 2020

**Project No. H27-Z416/50003394-2**  
Engineer's Project No. 19280

**Swygert & Associates**

**CONSULTING ENGINEERS**

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Cayce, SC 29033

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**PROJECT NUMBER:** H27-Z416/50003394-2

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**SE-310****INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES****AGENCY/OWNER:** University of South Carolina (UofSC)**PROJECT NAME:** Russell House Air Handler Unit Replacement**PROJECT NUMBER:** H27-Z416/50003394-2 **CONSTRUCTION COST RANGE:** \$ 450,000 to \$ 500,000 N/A ☐**PROJECT LOCATION:** 1400 Greene Street, Columbia, SC 29208**DESCRIPTION OF PROJECT/SERVICES:** Replace Roof Top Air Handling Units. Small and Minority business participation is highly encouraged.**BID/SUBMITTAL DUE DATE:** 12/23/2020 **TIME:** 2:00PM **NUMBER OF COPIES:** 1**PROJECT DELIVERY METHOD:** Design-Bid-Build**AGENCY PROJECT COORDINATOR:** Aimee B. Rish**EMAIL:** arish@fmc.sc.edu **TELEPHONE:** 803.777.2261**DOCUMENTS MAY BE OBTAINED FROM:**[https://sc.edu/about/offices\\_and\\_divisions/purchasing/solicitations\\_awards/facilities\\_procurements/index.php](https://sc.edu/about/offices_and_divisions/purchasing/solicitations_awards/facilities_procurements/index.php)**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.****PERFORMANCE BOND REQUIRED?** Yes ☒ No ☐ **PAYMENT BOND REQUIRED?** Yes ☒ No ☐**DOCUMENT DEPOSIT AMOUNT:** \$ N/A **IS DEPOSIT REFUNDABLE** Yes ☐ No ☐ N/A ☒

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

Agency **WILL NOT** accept Bids sent via email.*All questions & correspondence concerning this Invitation shall be addressed to the A/E.***A/E NAME:** Swygert and Associates, Ltd.**A/E CONTACT:** Bill Livingston, P.E.**EMAIL:** bill@swygert-associates.com **TELEPHONE:** (803) 791-9300**PRE-BID CONFERENCE:** Yes ☒ No ☐**MANDATORY ATTENDANCE:** Yes ☐ No ☒**PRE-BID DATE:** 12/8/2020**TIME:** 10AM**PRE-BID PLACE:** Non Mandatory Pre-Bid: 12-08-2020 at 10:00 am by Conference Call 800-753-1965 Access Code 777-7162. Site Visit after pre-bid by appointment. Contact Jim Sherry at Jsherry@mailbox.sc.edu to schedule site visit appointment. Visitors will be limited to 1 per appointment. Use of attendee provided face mask is mandatory. Six-foot social distance rules fully apply.**BID OPENING PLACE:** Bid Opening will be limited to teleconference only. Telephone 800.753.1965/Access code 7777162**BID DELIVERY ADDRESSES:****HAND-DELIVERY:****Attn:** Aimee B. Rish "Bid Enclosed H27-Z416/50003394-2"1600 Hampton Street Suite 606Columbia, SC 29208**MAIL SERVICE:****Attn:** Aimee B. Rish "Bid Enclosed H27-Z416/50003394-2"1600 Hampton Street Suite 606Columbia, SC 29208**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency *MUST* check one)** Yes ☒ No ☐**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_*(OSE Project Manager)*

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## *Instructions to Bidders*

This version of AIA Document A701<sup>™</sup>–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<sup>™</sup>– 2018, Instructions to Bidders — SCOSE Version,” or “AIA Document A701<sup>™</sup>–2018 — SCOSE Version.”

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

## Instructions to Bidders

for the following Project:

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

Russell House Air Handler Unit Replacement

H27-Z416/50003394-2

1400 Greene Street, Columbia, SC 29208

### THE OWNER:

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

University of South Carolina (UofSC)

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)*

Swygert & Associates, Ltd

1315 State Street

Cayce, SC 29033

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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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Init.

## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

### § 2.2 Certification of Independent Price Determination

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

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

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

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

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

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

**§ 2.2.5 Drug Free Workplace Certification**

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

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

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

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

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

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

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

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

### § 2.2.7 Ethics Certificate

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

### § 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

### § 2.2.9 Open Trade Representation

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

### § 3.1.3 Reserved

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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

Init.

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

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

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

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

## § 4.2 Bid Security

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

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

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

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

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

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

## § 4.3 Submission of Bids

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

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

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

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

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

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

#### § 4.4 Modification or Withdrawal of Bid

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

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

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

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

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

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

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

#### § 5.2 Rejection of Bids

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

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

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

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

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

### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Responsibility

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

### § 6.2 Reserved

### § 6.3 Submittals

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

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

### § 6.4 Posting of Intent To Award

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

**Room or Area of Posting:**

**Building Where Posted:**

**Address of Building:**

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

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

### § 6.5 Protest of Solicitation or Award

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

.7 Addenda:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

.8 Other Exhibits:

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

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

☐ The Sustainability Plan:

☐ Supplementary and other Conditions of the Contract:

.9 Other documents listed below:

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

## ARTICLE 9 Miscellaneous

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

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

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

[www.sctax.org](http://www.sctax.org)

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

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

### § 9.2 Submitting Confidential Information

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

Init.

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

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

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

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

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

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

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

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

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

### **§ 9.4 Builder's Risk Insurance**

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

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

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

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

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

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

## **§ 9.6 Other Special Conditions Of The Work**

A310

**Bid Bond**  
(2010 Edition)

Original AIA Document on file at the office  
of Swygert & Associates  
1315 State St., Cayce, SC 29033

# SE-330

## LUMP SUM BID FORM

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

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

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

**FOR: PROJECT NAME:** Russell House Air Handler Unit Replacement  
**PROJECT NUMBER:** H27-Z416/50003394-2

### **OFFER**

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ **Bid Bond with Power of Attorney**      ☐ **Electronic Bid Bond**      ☐ **Cashier's Check**

(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

**ADDENDA:**      ☐ **#1**      ☐ **#2**      ☐ **#3**      ☐ **#4**      ☐ **#5**

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Replace Roof Top Air Handling Units

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

(Bidder to insert Base Bid Amount on line above)

# SE-330

## LUMP SUM BID FORM

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

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

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

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

## SE-330

### LUMP SUM BID FORM

#### § 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 60 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

##### b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 150.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

#### § 10. AGREEMENTS

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

#### § 11. ELECTRONIC BID BOND

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

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

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

**SE-330**  
**LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION****SC Contractor's License Number(s):**\_\_\_\_\_**Classification(s) & Limits:**\_\_\_\_\_**Subclassification(s) & Limits:**\_\_\_\_\_

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

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

\_\_\_\_\_

**TELEPHONE:**\_\_\_\_\_**EMAIL:**\_\_\_\_\_**SIGNATURE:**\_\_\_\_\_ **DATE:**\_\_\_\_\_**PRINT NAME:**\_\_\_\_\_**TITLE:**\_\_\_\_\_

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

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

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

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

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

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

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

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

University of South Carolina (UofSC)  
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)

Russell House Air Handler Unit Replacement  
H27-Z416/50003394-2  
1400 Greene Street, Columbia, SC 29208

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

Swygert & Associates, Ltd  
1315 State Street  
Cayce, SC 29033

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

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## 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.)*

| Item | Price |
|------|-------|
|------|-------|

§ 4.4 Unit prices, if any:

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

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

#### § 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.)*

## 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.

§ 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:**

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

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

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

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

§ 8.5 The Architect's representative:

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

#### § 8.6 Insurance and Bonds

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

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

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

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

#### § 8.8 Other Provisions:

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

*(Check box if applicable to this Contract)*

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

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

- .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 |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

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

**.8 Other Exhibits:**

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

☐

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

☐

The Sustainability Plan:

**Title**

**Date**

**Pages**

☐

Supplementary and other Conditions of the Contract:

**Document**

**Title**

**Date**

**Pages**

**.9 Other documents, if any, listed below:**

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

**Form SE-310, Invitation for Construction Services**

**Instructions to Bidders (AIA Document A701-2018 OSE Version)**

**Form SE-330, Contractor's Bid (Completed Bid Form)**

**Form SE-370, Notice of Intent to Award**

**Certificate of Procurement Authority issued by the State Fiscal Accountability Authority**

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

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**OWNER** *(Signature)*

---

**CONTRACTOR** *(Signature)*

---

*(Printed name and title)*

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*(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)

Russell House Air Handler Unit Replacement  
H27-Z416/50003394-2  
1400 Greene Street, Columbia, SC 29208

**THE OWNER:**  
(Name, legal status and address)

University of South Carolina (UofSC)  
1300 Pickens Street  
Columbia, SC 29208

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

**THE CONTRACTOR:**  
(Name, legal status and address)

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

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

## TABLE OF ARTICLES

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

### ARTICLE A.1 GENERAL

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

## 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 Reserved

#### § A.2.3.1 Reserved

##### § A.2.3.1.1 Reserved

##### § A.2.3.1.2 Reserved

##### § A.2.3.1.3 Reserved

##### § A.2.3.1.4 Reserved

#### § A.2.3.2 Reserved

#### § A.2.3.3 Reserved

### § A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.

☐

#### § A.2.4.1 Other Insurance

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

Coverage

Limits

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

### § A.3.1 General

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

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

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

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

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

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

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

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

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

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

### § A.3.3 Required Property Insurance

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

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

Causes of Loss

Sub-Limit

§ 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.)

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

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

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

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

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

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

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

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

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

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

☐ **§ A.3.4.2.1 Reserved**

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

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

☐ **§ A.3.4.2.4 Boiler and Machinery Insurance**  
The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

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

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

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

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

§ A.3.5.1 Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

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

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

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

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

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

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

## *General Conditions of the Contract for Construction*

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

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

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

## General Conditions of the Contract for Construction

### for the following PROJECT:

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

Russell House Air Handler Unit Replacement  
H27-Z416/50003394-2  
1400 Greene Street, Columbia, SC 29208

### THE OWNER:

*(Name, legal status, and address)*

University of South Carolina (UofSC)  
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)*

Swygert & Associates, Ltd  
1315 State Street  
Cayce, SC 29033

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

Init.

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

#### **§ 1.1.10 State Engineer**

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

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

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

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

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

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

#### **§ 1.3 Capitalization**

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

#### **§ 1.4 Interpretation**

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

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

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

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

#### **§ 1.6 Notice**

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

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

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

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

## § 1.7 Digital Data Use and Transmission

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

## § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

### § 2.2 Reserved

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

## § 3.4 Labor and Materials

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

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

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

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

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

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

## § 3.5 Warranty

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

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

## § 3.6 Taxes

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

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

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

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

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

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 6.1.4 Reserved

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner’s Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

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

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

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

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

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

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

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

## § 7.2 Change Orders

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

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

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

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

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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 reason for withholding certification in whole as provided in Section 9.5.1.

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

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

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

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

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

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

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

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

## **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

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

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

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

### § 9.9 Partial Occupancy or Use

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

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

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

### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

#### **§ 10.3.6 Reserved**

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

**§ 11.1.4 Failure to Purchase Required Property Insurance.** If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall not be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner to the extent the loss to the Contractor (including Subcontractors and Sub-subcontractors) would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

**§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner and all additional insureds of such impending or actual cancellation or expiration. 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 either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall not be equitably adjusted; and (3) the Contractor waives 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. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. 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 Reserved**

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.3.3 Limitation on the Owner's Waiver of Subrogation**

South Carolina law prohibits the State from indemnifying a private party. Accordingly, and notwithstanding anything in the Agreement to the contrary, including but not limited to Sections 11.3.1, 11.3.2, and 11.4, the Owner cannot and

does not waive subrogation to the extent any losses are covered by insurance provided by the South Carolina Insurance Reserve Fund.

#### **§ 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 Contractors as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect and Owner shall make payments to their consultants and separate contractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor 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 Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

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

### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

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

### **§ 13.2 Successors and Assigns**

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

to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **§ 13.3 Rights and Remedies**

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

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

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

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;**
- 3.5 Warranty**
- 3.17 Royalties, Patents and Copyrights**
- 3.18 Indemnification**
- 7.5 Pricing Data and Audit**
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)**
- A.3.5 Performance and Payment Bond (A101, Exhibit A)**
- 15.1.7 Claims for Listed Damages**
- 15.1.8 Waiver of Claims Against the Architect**
- 15.6 Dispute Resolution**
- 15.6.5 Service of Process**

### **§ 13.4 Tests and Inspections**

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

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

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

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

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

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

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

### § 13.5 Interest

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

### § 13.6 Procurement of Materials by Owner

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

### § 13.7 Interpretation of Building Codes

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

### § 13.8 Minority Business Enterprises

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

### § 13.9 Illegal Immigration

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

### § 13.10 Drug-Free Workplace

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

### § 13.11 False Claims

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

### § 13.12 Prohibited Acts

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

### § 13.13 Open Trade (Jun 2015)

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in Section 14.4.

### § 14.3 Suspension by the Owner for Convenience

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

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

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

### § 14.4 Termination by the Owner for Convenience

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

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

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

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

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

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

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;

- .2 funding for the reinstated portion of the Work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated Work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

#### § 15.1.2 Reserved

#### § 15.1.3 Notice of Claims

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

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

- .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

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

**§ 15.1.6.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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

#### **§ 15.1.7 Claims for Listed Damages**

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

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

**§ 15.1.7.2** For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived 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 waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

## § 15.2 Reserved

## § 15.3 Reserved

## § 15.4 Reserved

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

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

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

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

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

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

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

### § 15.6 Dispute Resolution

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

§ 15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all Claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the

South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.

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

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

**§ 15.6.5 Service of Process**

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

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

# COVID-19 RETURN TO WORK

## University of South Carolina Construction site guidelines

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

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

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

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

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

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

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

## USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

### WORK AREAS

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

### PROJECT FENCING

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

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

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

#### BEHAVIOR

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

#### HAZARDOUS MATERIALS & SAFETY COMPLIANCE

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

#### LANDSCAPE & TREE PROTECTION

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

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

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

#### TEMPORARY FACILITIES

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

#### CAMPUS KEYS

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

#### WELDING

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

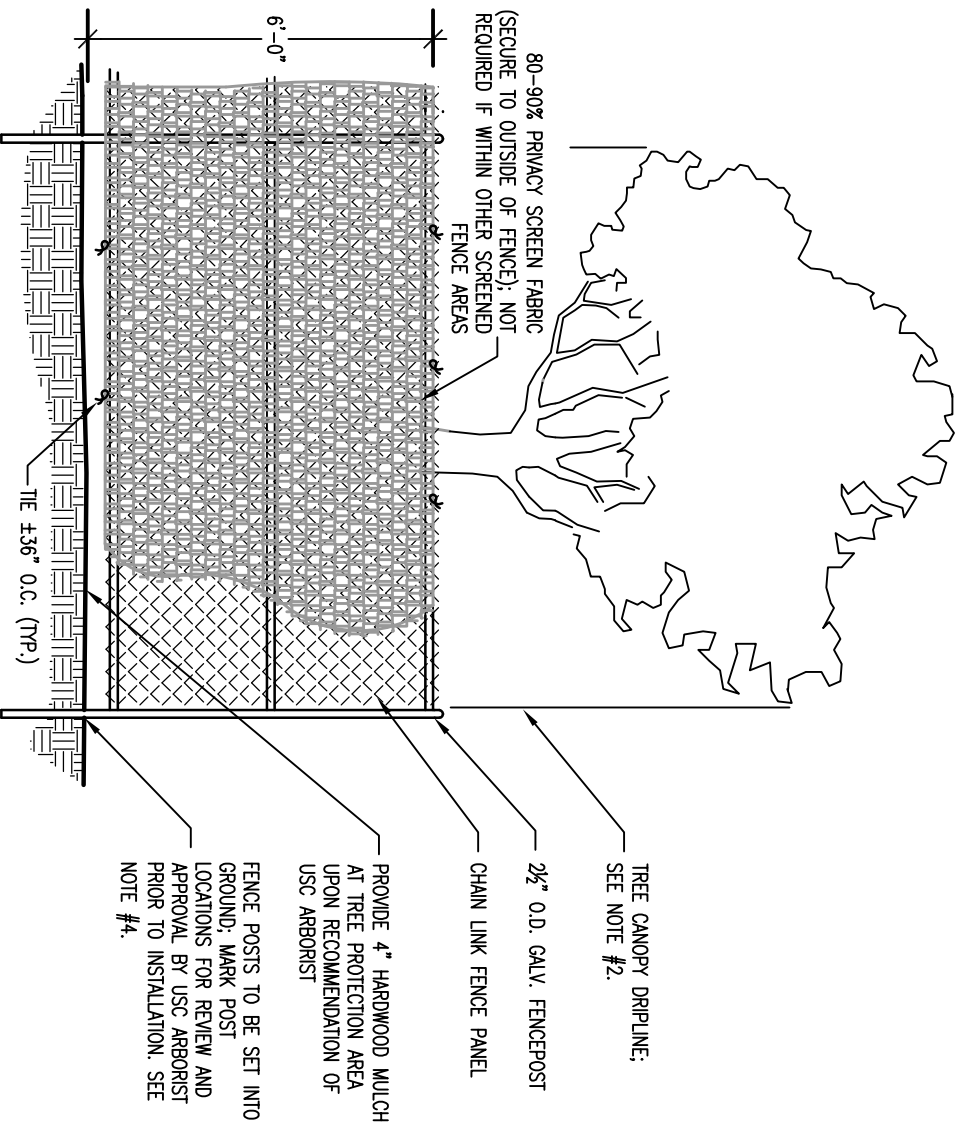
#### PROJECT EVALUATION & CLOSE-OUT

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

this is completed.

#### CAMPUS VEHICLE EXPECTATIONS

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



#### NOTES:

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

## TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NO SCALE REVISED 8.28.14

Project Name: Russell House Air Handler Unit Replacement

Project Number: H27-Z416/50003394-2

University of South Carolina

**CONTRACTOR'S ONE YEAR GUARANTEE**

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

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

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

Defects or failures resulting from abuse by Owner.

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

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

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_ State

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

# SE-355

## PERFORMANCE BOND

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

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

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

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

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

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

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

Name: University of South Carolina (UofSC)

Address: 1300 Pickens Street

Columbia, SC 29208

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

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

State Project Name: Russell House Air Handler Unit Replacement

State Project Number: H27-Z416/50003394-2

Brief Description of Awarded Work: Replace Roof Top Air Handling Units

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

Name: Swygert & Associates, Ltd.

Address: 1315 State Street

Cayce, SC 29033

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

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

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

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

### CONTRACTOR

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

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

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

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

### SURETY

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

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

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

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

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

## SE-355

### PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to constructState Project Name: Russell House Air Handler Unit ReplacementState Project Number: H27-Z416/50003394-2Brief Description of Awarded Work: Replace Roof Top Air Handling Unitsin accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Swygert & Associates, Ltd.Address: 1315 State StreetCayce, SC 29033

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

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

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

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

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

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

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

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

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

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

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

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

**SE-357****LABOR & MATERIAL PAYMENT BOND**

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

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

**13. DEFINITIONS**

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

SE-380

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

**CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT****AGENCY:** University of South Carolina (UofSC)**PROJECT NAME:** Russell House Air Handler Unit Replacement**PROJECT NUMBER:** H27-Z416/50003394-2**CONTRACTOR:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_**This Contract is changed as follows:** *(Insert description of change in space provided below)***ADJUSTMENTS IN THE CONTRACT SUM:**

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

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

**CONTRACTOR ACCEPTANCE:****BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature of Representative)***Print Name of Representative:** \_\_\_\_\_**A/E RECOMMENDATION FOR ACCEPTANCE:****BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature of Representative)***Print Name or Representative:** \_\_\_\_\_**AGENCY ACCEPTANCE AND CERTIFICATION:**

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature of Representative)***Print Name of Representative:** \_\_\_\_\_Change is within Agency Construction Contract Change Order Certification of: \$ \_\_\_\_\_ Yes ☐ No ☐**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
*(OSE Project Manager)***SUBMIT THE FOLLOWING TO OSE**

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

## SECTION 051200 - STRUCTURAL STEEL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Extent of structural steel work is shown on drawings, including schedules, notes and details to show size and location of members, typical connections, and type of steel required.
- B. Structural steel is that work defined in American Institute of Steel Construction (AISC) "Code of Standard Practice" and as otherwise shown on drawings.
- C. Source Quality Control: Materials and fabrication procedures are subject to inspection and tests in mill, shop, and field, conducted by a qualified inspection agency. Such inspections and tests will not relieve Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements.
  - 1. Promptly remove and replace materials or fabricated components which do not comply.
- D. Design of Members and Connections: Details shown are typical; similar details apply to similar conditions, unless otherwise indicated. Verify dimensions at site whenever possible without causing delay in the work.
  - 1. All connections not otherwise detailed or noted shall be fabricated and erected as standard connections and as shown in latest edition of Manual of Steel Construction (AISC). Except as otherwise indicated, weld all shop connections. Make all field connections with high strength bolts except where structural drawings indicate use of welding. Execute temporary connections for field welding by bolting.

#### 1.3 SUBMITTALS

- A. Product Data: Submit producer's or manufacturer's specifications and installation instructions for following products. Include laboratory test reports and other data to show compliance with specifications (including specified standards).
  - 1. High-strength bolts (each type), including nuts, washers, and load indicator bolts.
  - 2. Structural steel galvanizing paint.
- B. Shop Drawings: Submit shop drawings prepared under supervision of a registered professional engineer, including complete details and schedules for fabrication and assembly of structural steel members, procedures and diagrams.

1. Include details of cuts, connections, camber, holes, and other pertinent data. Indicate welds by standard AWS A2.1 and A2.4 symbols, and show size, length, and type of each weld. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed as work of others sections.
  2. Provide weld symbols, length, and size for all structural and miscellaneous steel to be field welded. The shop drawings will not be reviewed without this
- C. Test Reports: Submit copies of reports of tests conducted on shop and field bolted and welded connections. Include data on type(s) of tests conducted and test results.

#### 1.4 CONTRACT DRAWINGS

- A. Drawings indicate general arrangement and dimensions and are, generally, drawn to scale. However, scale dimensions shall not be used. Obtain dimensions from Architect, when not given in figures. Refer to the Architect and Engineer any inconsistencies found. Furnish exact sections, weights, and kinds of material shown or specified, and follow exact details and methods required to their full extent and purpose, unless otherwise agreed to in writing. Substitutions of other shapes of equivalent strength and no greater dimension than shown may be allowed, when approved by Engineer.

#### 1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of following, except as otherwise indicated:
1. AISC "Code of Standard Practice for Steel Buildings and Bridges".
    - a. Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentence: "This approval constitutes the owner's acceptance of all responsibility for the design adequacy of any connections designed by the fabricator as a part of his preparation of these shop drawings."
  2. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings" including "Commentary" and Supplements thereto as issued.
  3. AISC "Specifications for Architecturally Exposed Structural Steel."
  4. AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.
  5. American Welding Society -AWS D1.1 down to 5/16" and AWS D1.3 0" to 5/16" " - Structural Welding Code - Steel".
  6. ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use".
- B. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Requirements."
- C. All welders must be certified within 24 months of the start of construction for the type of welds being performed.
- D. Inspectors shall meet the minimum qualification requirements of AWS D1.1.

- E. Testing firm shall make at least one visit to the fabrication shop at the start of fabrication.

## 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at such intervals to insure uninterrupted progress of work.
- B. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete or masonry, in ample time to not to delay work.
- C. Store materials to permit easy access for inspection and identification. Keep steel members off ground, using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.
- D. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. All structural steel components shall consist of American made steel.
- B. Metal Surfaces, General: For fabrication of work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding, or by welding and grinding, prior to cleaning, treating and application of surface finishes.
- C. Structural Steel Shapes, Plates and Bars: ASTM A 36 for plates, bars, angles, and ASTM A-992 Grade 50 for W-shaped beams and columns.
- D. Cold-Formed Steel Tubing: ASTM A 500, Grade B.
- E. Hot-Formed Steel Tubing: ASTM A 501.
- F. Steel Pipe: ASTM A 53, Type E or S, Grade B; or ASTM A 501.  
Finish: Black, except where indicated to be galvanized.
- G. Headed Stud-Type Shear Connectors: ASTM A 108, Grade 1015 or 1020, cold finished carbon steel; with dimensions complying with AISC Specifications. Provide 3/4" - 5" long studs unless indicated otherwise.
- H. Anchor Bolts: ASTM A 36, nonheaded type unless otherwise indicated.
- I. Expansion Type Bolts: Shall be equal to wedge anchors (Hilti Kwik Bolt II) as manufactured by Hilti Company. Length and size to be as indicated. If not shown, use 3/4" diameter with 6" embedment in concrete. Install in accordance with manufacturer's instruction and as approved.

- J. High-Strength Threaded Fasteners: Heavy hexagon structural bolts, heavy hexagon nuts, and hardened washers, as follows:
  - 1. Quenched and tempered medium-carbon steel bolts, nuts and washers, complying with ASTM A 325.
- K. All structural A-325 bolts shall be load indicator bolts by Bethlehem or approved equal.
- L. Electrodes for Welding: E70xx.
- M. Structural Steel Galvanized Finish: Galvanize structural steel members to ASTM A123. Provide minimum 1.25 oz./sq.ft. galvanized coating. Provide galvanized finish for all exposed steel, unless noted otherwise. All galvanized steel members with bolted connections shall have galvanized bolts, washers, and nuts to match steel members.
- N. Incidentals: Angles, channels, plates, rods, turnbuckles, etc. equal to structural members, as required for system and detailed, and as needed for proper erection. If not shown otherwise on shop drawings provide 1/4" continuous fillet welds for all connections of incidentals.
- O. Provide all necessary steel bearing plates and bolts for reactions of beams and columns and connection stiffeners and gussets.

## 2.2 FABRICATION

- A. Shop Fabrication and Assembly: Fabricate and assemble structural assemblies in shop to greatest extent possible. Fabricate items of structural steel in accordance with AISC Specifications, AWS Standard Code, and as indicated on final shop drawings. Provide camber in structural members where indicated.
  - 1. Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.
  - 2. Where finishing is required, complete assembly, including welding of units, before start of finishing operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects. Architectural quality fabrication and welding shall be provided when components are exposed to view.
- B. Connections: Weld or bolt shop connections, as indicated per final shop drawings. If slotted holes are used provide a hardened washer between slot and bolt head or nut.
- C. Bolt field connections, except where welded connections or other connections are indicated.
  - 1. Provide bearing type high-strength threaded fasteners for all bolted connections unless shown or noted different on drawings.
- D. High-Strength Bolted Construction: Install high-strength threaded fasteners in accordance with AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" (RCRBSJ).
- E. Welded Construction: Comply with AWS Code (latest edition) for procedures, appearance and quality of welds, and methods used in correcting welding work. All electrodes to be E70xx
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Do not paint steel surfaces to receive studs.

- G. Holes for Other Work: Provide holes required for securing other work to structural steel framing, and for passage of other work through steel framing members, as shown on final shop drawings.
- H. Provide threaded nuts welded to framing, and other specialty items as indicated to receive other work.
- I. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

### PART 3 - EXECUTION

#### 3.1 ERECTION

- A. Temporary Shoring and Bracing: Provide temporary shoring and bracing members with connections of sufficient strength to bear imposed loads. Remove temporary members and connections when permanent members are in place and final connections are made. Provide temporary guy lines to achieve proper alignment of structures as erection proceeds.
- B. Field Assembly: Set structural frames accurately to lines and elevations indicated. Align and adjust various members forming part of complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment. Level and plumb individual members of structure within specified AISC tolerances.
- C. Splice members only where indicated and accepted on shop drawings.
- D. Erection Bolts: On exposed welded construction, remove erection bolts, fill holes with plug welds and grind smooth at exposed surfaces.
  - 1. Comply with AISC Specifications for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
  - 2. Do not enlarge unfair holes in members by burning or by use of drift pins, except in secondary bracing members. Ream holes that must be enlarged to admit bolts.
- E. Gas Cutting: Do not use gas cutting torches in field for correcting fabrication errors in primary structural framing. Any gas cutting shall be pre approved by the structural engineer.
- F. Touch-Up Primer for Galvanized Surfaces: Zinc rich type.

#### 3.2 QUALITY CONTROL

- A. The Owner will engage an independent testing and inspection agency to inspect high-strength bolted connections and welded connections and to perform tests and prepare test reports. Testing personnel shall be AWS certified.
- B. Correct deficiencies in structural steel work which inspections and laboratory test reports have indicated to be not in compliance with requirements. Perform additional tests, at Contractor's

expense, as may be necessary to reconfirm any non-compliance of original work, and as may be necessary to show compliance of corrected work.

- C. Shop Welding: Inspect and test during fabrication of structural steel assemblies, as follows:
  - 1. Certify welders, and conduct inspections and tests as required.
  - 2. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
  - 3. Perform visual inspection of all full and partial penetration welds.
  - 4. Perform tests of all full penetration welds as follows. Inspection procedures listed are to be used at inspection agency's option.
    - a. Liquid Penetrant Inspection: ASTM E 165.
    - b. Ultrasonic Inspection: ASTM E 164.
    - c. Magnetic particle inspection: ASTM E 109.
- D. Field Bolted Connections: Inspect in accordance with AISC specifications.
- E. Field Welding: Inspect and test during erection of structural steel as follows:
  - 1. Certify welders. All welders must be certified within 24 months of the start of construction for the type of welds being performed.
  - 2. Perform visual inspection of all welds.
  - 3. Perform magnetic particle inspection ASTM E109 on all partial penetration welds (10% on roots and 100% on final). Cracks or zones of incomplete fusion or penetration are not acceptable.
  - 4. Perform ultrasonic evaluation inspection on all complete penetration welds. Comply with AWS D1.1 structural welding code. Cracks/zones of incomplete fusion/penetration are not acceptable.

End of Section 051200

## SECTION 230010 - GENERAL PROVISIONS - HVAC

### PART 1 – GENERAL

#### 1.1 SCOPE:

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

#### 1.2 CODES:

- A. All work under this division shall be in strict compliance with "International Codes" and all applicable Codes and Regulations of the Authority Having Jurisdiction.

#### 1.3 MATERIAL AND SHOP DRAWINGS:

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

Contractor will not be accepted. Submittals not stamped APPROVED and signed by the Contractor will be returned to the Contractor.

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

D. Engineer Review:

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

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

E. Samples:

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

F. Items Requiring Submittal are as Follows:

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

1.4 ASBESTOS:

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

1.5 LEAD FREE:

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

1.6 AMERICANS WITH DISABILITIES ACT:

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

1.7 PERMITS AND FEES:

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

1.8 DEFINITIONS:

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

1.9 CUTTING AND PATCHING:

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

1.10 VERIFICATION OF DIMENSIONS, ETC.:

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

1.11 COORDINATION WITH OTHER TRADES:

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

1.12 PROTECTION OF ADJACENT WORK:

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

1.13 EXISTING EQUIPMENT AND MATERIALS:

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

1.14 FIRESTOPPING:

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

1.15 CLEAN-UP:

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

1.16 APPROVALS AND SUBSTITUTIONS:

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

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

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

1.17 AS-BUILT DRAWINGS:

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

1.18 WARRANTY:

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

1.19 MANUFACTURERS:

- A. In order to define requirements for quality and function of manufactured products, and requirements such as size, gauges, grade selection, color selections and like specifications requirements, the specifications as written hereinafter are based upon products of those manufacturers who are named hereinafter under various specifications for materials.
- B. In addition to products of manufacturers named hereinafter in the specifications, equivalent products of the following named manufacturers will be acceptable under the base bid:
  - 1. Air Handling Units:
    - a) The Trane Company, Daikin Applied, Johnson Controls, Carrier Air Conditioning Company

2. Air Filters:
  - a) Farr Filter Company, Flanders Filters, American Air Filter Company
3. Seismic and Vibration Equipment:
  - a) Mason Industries, Vibration Mountings & Controls, Inc., Amber/Booth Company, Vibration Eliminator Co., Kinetics Noise Control
4. Automatic Flow Control Valves:
  - a) Flow Design Inc, Griswold Controls, Nexus Valve, PRO Hydronics
5. Steam Specialties:
  - a) Muller Company, Crane Company, Sarco Company, Watson McDaniel.
6. Temperature and Air Pressure Gages:
  - a) Dwyer Instruments, Weiss Instruments, H.O. Trerice Company, Ellison Draft Gauge Company, Inc., Weksler Instrument
7. Insulation:
  - a) Owens Corning, Johns Manville, CertainTeed Corporation, Knauf Insulation
8. Electric Heat Trace:
  - a) Thermon Company, Raychem Corporation, Chromalox
9. Temperature Controls:
  - a) Johnson Controls
10. Valves:
  - a) Nibco, Kitz, Apollo, Adams, Zwick, Velan
11. Pipe Hangers:
  - a) Cooper B-Line, Fee and Mason Manufacturing Company, Anvil International, Erico Caddy, Tolco a Division of Nibco
12. Identification Items:
  - a) Seton Name Plate Company, W.H. Brady Company, Handley Industries, Inc.

## PART 2 - PRODUCTS

### 2.1 PAINTING:

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

### 2.2 NAME PLATES:

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

### 2.3 VALVES:

- A. All valves provided under each section shall be of a single manufacturer unless otherwise specified. Leave packing for all valves in good condition, replacing as necessary for completion of work. Packing is to be of an approved material suitable for required service. Valve manufacturer and pressure rating shall be cast on side of valve body. Each threaded valve shall have a union installed adjacent to it. All valves shall be of listed manufacturer as scheduled hereinafter in other sections of Division 23. Valves on insulated pipes shall have handle extensions the thickness of the insulation.

### 2.4 EQUIPMENT ACCESSORIES:

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

### 2.5 FILTERS:

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

### 2.6 VALVE TAGS AND SCHEDULE:

- A. Provide separate typewritten list of all valves, giving number and use and control of each, on a small scale drawing outlining the general run of pipe lines and showing the location of valves for each section of work. Pipe lines in diagram shall be color coded to match

pipng. Drawings to be framed under glass and located in the equipment room. Provide a 1-1/2" diameter round brass numbered tag secured to each valve with "S" hook, Style P-250 BL as manufactured by Seton Name Plate Company, Brady Worldwide, Brimar Industries, or equal.

## 2.7 THERMOMETERS FOR PIPING: <FOR USC>

- A. Thermometers, except where otherwise specifically noted on drawing, shall be equal to Weiss Instruments model DVU35.
- B. All thermometers shall be digital solar powered with a stem assembly suitable for mounting in a threaded pipe well. The thermometer shall have an adjustable angled body.
- C. Thermometer Wells:
  - 1. Thermometer wells shall be provided at all points indicated on the drawing. Thermometer wells shall be designed to hold an engraved stem thermometer. The wells shall be made of heavy brass and shall be approximately six inches long, shall project two inches into the pipe and shall have dust protecting caps and chains. Pipes smaller than 2-1/2 inches in size shall be enlarged at the points where the wells are installed. Wells shall be set vertical or at an angle so as to retain oil.

## 2.8 PRESSURE GAUGES: <FOR USC>

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

## 2.9 FIRESTOPPING MATERIALS:

- A. The material used to fill the annular space shall prevent the passage of flame and hot gases sufficient to ignite cotton waste when subjected to ASTM E 119 time-temperature fire conditions under a minimum positive pressure differential of 0.01 inches of water at the location of the test specimen for the time period equivalent to the fire resistance rating of the construction penetrated. Material shall be capable of curing in the presence of atmospheric moisture to produce durable and flexible seal, and will form airtight and watertight bonds with most common building materials in any combination including cement, masonry, steel, and aluminum.

2.10 SLEEVES AND OPENINGS:

- A. Provide UL certified fire stop sleeving system for all pipe penetrations through fire rated walls, floors, partitions, ceilings, floor-ceiling assemblies and roofs as tested under ASTM E814-02 "Standard Method of Fire Tests of Through Penetration Fire Stops".

2.11 SEISMIC RESTRAINTS:

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

PART 3 - EXECUTION

3.1 PIPE FITTINGS:

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

3.2 WELDING:

- A. All welding shall be done by certified welders. Welded pipe shall have flanges at valves and elsewhere as required to permit disassembly for maintenance. Tests and reports shall be as follows:
- B. Qualification test of each welder prior to beginning of construction.
- C. One sample of weld of each welder's work selected at random by Engineer during construction period.

- D. Procedure for making tests of welds shall be as outlined in Section 9 of ASME Boiler Construction Code. These tests shall be made by an approved testing laboratory, and a report furnished to Engineer. Report on qualification tests shall be made for gas welding and electric arc welding on steel in horizontal fixed position. A testing laboratory representative shall witness making of welds made for qualification tests. All costs of testing of welds shall be paid by Contractor.

### 3.3 PIPE:

- A. All piping material shall be as specified in other sections of this division.
- B. Fittings and Connections: All turns and connections shall be made with long radius fittings as scheduled hereinafter. No miter connections will be permitted in welded work.
- C. Pipe joints shall be made in accordance with the following applicable specifications:
  - 1. Make up flanged joints with ring-type gaskets, 1/16 inch thick.
  - 2. Weld-O-Lets, or similar approved fittings, may be used if branch pipe is less than one-half the size of the main. In all other cases, welding fittings shall be used. All welded piping shall be as specified hereinbefore.
  - 3. Make all solder joints with non-corrosive type flux 95 Percent tin and 5 percent antimony alloy solder.
- D. Threaded Pipe: Threaded joints shall have American Nation taper screw threads with graphite and oil compound applied to male thread.

### 3.4 SLEEVES:

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

### 3.5 PIPE HANGERS, SUPPORTS AND INSERTS:

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

#### PIPE SIZE - INCHES

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

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

1. Copper Pipe:

| Nominal Pipe Size – Inches | Maximum Span - Feet                 |
|----------------------------|-------------------------------------|
| 1-1/4" and under           | 6' and at each change in direction  |
| 1-1/2" and above           | 10' and at each change in direction |

2. Steel Pipe:

12'- 0" intervals and at each change in direction

3. Threaded Pipe:

12'- 0" intervals and at each change in direction

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

E. Trapeze Hangers:

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

F. Special and Additional Supports:

- Special supports will be required where hangers cannot be used. Horizontal pipes shall be secured to prevent vibration or excessive sway. Where required, provide additional hangers to secure required level, slope or drainage, and also to prevent sagging. Provide a hanger within one foot of each elbow. Provide all miscellaneous steel required for pipe supports, anchors, etc.
- Pipe supports located on the exterior of the building on grade or on the roof shall be steel with a hot dip galvanized coating.

#### 3.6 INSULATION SHIELDS:

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

3.7 SWING CONNECTIONS:

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

3.8 REDUCING FITTINGS:

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

3.9 DIELECTRIC CONNECTIONS:

- A. Wherever any connection is made between dissimilar metals, provide dielectric pipe couplings, unions, or nipples rated for 210 degrees F.

3.10 UNDERGROUND BARE STEEL PIPE AND FITTINGS COVERING:

- A. All underground bare steel pipe and fittings shall be wrapped mechanically with asphalt primer, and asphalt-saturated felt or asphalt-saturated glass wrapper bonded to the enamel all in accordance with Asphalt Institute Specification M1. Joints that cannot be factory coated shall be field coated by hand as above.

3.11 ELECTRIC WORK:

- A. All motors, and motor starters shall be furnished for items installed under this division of the specifications. All starters shall be magnetic type. All electrically operated equipment shall have readily accessible nameplates summarizing electrical information (i.e., voltage, phase, horsepower, watts, or amperes). Starters shall be as manufactured by General Electric Company, Westinghouse Electric Company, Cutler-Hammer Inc., or Square D Company. A.C. magnetic starters shall be across-the-line type. Starters shall provide overload protection in each phase and shall otherwise conform to all applicable requirements of these specifications. All magnetic starters shall be combination type, Motor Circuit Protector (MCP) type having interrupting rating equal to or greater than the available short circuit current, with "HAND-OFF-AUTO" selector switch, auxiliary contact, and pilot light in cover. Provide laminated plastic nameplates with white center core for each starter.
- B. For motors controlled by variable frequency drives, provide shaft grounding on the motor equal to Aegis bearing protection ring.
- C. All control conduit and wires and control devices shall be furnished and installed under this division. All contactors shall be of the mechanically held type. All control wiring within starters shall be installed in a workmanlike manner and neatly laced. All control wiring shall be color coded.

- D. All work shall conform with the applicable requirements of the National Electrical Codes. All electrical power characteristics shall be as indicated. All devices, which make and/or break electrical circuits, shall be rated for at least 125 percent of the load.
- E. Relays, contactors, and control devices shall open all ungrounded conductors. All fuses shall be current limiting time delay type equal to Bussman "LPN", 250 volt or "LPS", 600 volt.
- F. Control voltage shall not exceed 120 volts. Control power shall be taken from line terminals of controllers. Where necessary, control transformers shall be provided and shall conform to NEMA Standards, properly sized, and shall be properly fused. Where control voltage is 120 volts, control conductors shall be color-coded.
- G. Electrical power service and connections to all equipment in this division will be made under electrical division of the work.
- H. Manual motor starters with overload protection shall be flush mounted type with pilot light. Square D Catalog No. 2510-FS-1P or General Electric, or Westinghouse equivalent.
- I. Duct smoke detectors shall be provided under electrical division and installed under this division. This division shall provide interlock wiring required for fan shutdown and smoke damper control. Power wiring and fire alarm communication wiring shall be provided under the electrical division.

### 3.12 ITEMS OF MECHANICAL EQUIPMENT:

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

### 3.13 CLEANING:

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

3.14 SYSTEM BALANCING:

- A. The HVAC Contractor is responsible for the entire Test & Balance process. The contractor shall employ an independent balancing firm specializing in total system air balancing as approved by the engineer and certified by the AABC or NEBB. The balancing firm shall be employed prior to installation of any ductwork. Provide all labor, engineering and test equipment required to test, adjust, and balance all heating, ventilating, air conditioning, hydronic and exhaust systems.
- B. The Contractor is responsible to have a functioning system prior to Testing and Balancing, to provide a joint and cooperative effort to coordinate the test and balance, and to solve any problems in balancing and controls in order to establish proper system performance before leaving the job. The Contractor is responsible for providing the Test and Balance Agency (TAB) with a complete set of project drawings, specifications, and submittals, and for providing and installing new sheave or sheaves, new belts, as required, if a change in fan speed is necessary which cannot be made by adjusting the sheave originally installed. When requested by the Engineer, the TAB Agency will review plans and specifications of the systems prior to installation and submit a report of any deficiencies, which could preclude proper adjusting, balancing and testing of the system. The TAB agency shall submit copies of deficiency reports along with a preliminary report to the Engineer for review prior to final submittal.
- C. Instruments used will be those that meet the instrument requirements for Agency Qualifications of the AABC as published in the NEBB "Procedural Standards for Testing Adjusting and Balancing of Environmental Systems" or the AABC "National Standards for Total System Balance".
- D. Fan air volume shall be adjusted to within 5% of design, and diffuser air volumes to within 10% of design.
- E. Water volumes shall be adjusted to within 10% of design whenever balancing cocks or flow meters are installed. Where automatic flow control valves are shown, pressure drop readings shall be taken across the coils to verify flow. After system balancing, the Mechanical Contractor shall trim pump impellor or adjust pump speed to maintain flow at design conditions. The pump flow shall not be restricted by valves to reduce flow volume.
- F. Reporting (Submit five copies of final Test Report)
  - 1. Complete nameplate data and equipment schedule number for all rotating equipment.
  - 2. Design and actual operating data for all rotating equipment including inlet and outlet data, flow rates, amps, voltage and rpm.
  - 3. Design and actual duct and diffuser volumes. Prepare a diagram showing flow measurement points.
  - 4. Design and actual water flow rates. Prepare a diagram showing flow measurement points.
  - 5. Record coil air pressure drop, filter pressure drop, external static pressure, and fan static pressure.

6. Record flow rates, temperatures and pressures across each water coil, condenser and other heat exchangers.
7. Heating equipment nameplate data, equipment schedule number design data, and operating data at maximum achievable load conditions.

3.15 TESTING (PIPING):

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

3.16 IDENTIFICATION OF PIPING:

- A. All piping, bare and insulated, installed under this division shall be given two coats of finish painting by this contractor as listed hereinafter. Paint shall be Glidden Industrial Enamel, or equal by Sherwin-Williams or Devoe Paints. Samples of colors and type paint shall be submitted for approval prior to application.

3.17 PIPE CODING:

- A. After all piping has been painted with color-coding, all piping installed under this division shall be coded and marked with "Perma-Code" pipe markers as manufactured by W.H. Brady Company, 712 Glendale Avenue, Milwaukee, Wisconsin. Markers shall be applied to properly identify piping, but in no case shall they be applied more than 20 feet apart. Markers shall be 1-1/8 inch by 7 inches and shall be secured by spiral wrapping with 3/4 inch wide vinyl banding tape, color matching service, at each end of marker.

3.18 IDENTIFICATION OF EQUIPMENT IN MECHANICAL AREAS:

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

3.19 ADJUSTMENT AND TRIAL RUNS:

- A. Upon completion of all work, the contractor shall operate the system in the presence of the owner for the purpose of demonstrating quiet and satisfactory operation, the proper setting of controls, safety and relief valves, and cleanliness of system. Heating and cooling shall be tested separately during periods approaching design conditions and shall fully demonstrate fulfillment of capacity requirements. Test procedures shall be in accordance with applicable portions of ASME, ASHRAE, and other generally recognized test codes as far as field conditions will permit. Any changes or adjustment required shall be made by the contractor without additional expense to owner.
- B. Document and submit all operating conditions (startup report) of equipment during trial runs and after test and balance is complete. Include in the report:
  - 1. Ambient air temperature
  - 2. Design operating temperatures and flow rates
  - 3. Entering and leaving air temperatures across each coil or heating device
  - 4. Entering and leaving water temperatures at each coil
  - 5. Amp draw of all motors and nameplate amps
  - 6. Voltage at each piece of equipment
  - 7. Refrigerant pressures and temperatures
- C. All equipment shall be started and tested for proper operation per the manufacturer's recommended startup procedure. The following items shall be verified and documented in the startup reports.
  - 1. Verify equipment is in accordance with equipment submittal (confirm all components are installed and provided as indicated)
  - 2. Verify unit nameplate voltage with voltage available at jobsite
  - 3. Verify all electrical connections are tight
  - 4. Verify control wiring as required (refer to Controls section of manufacturer's IOM & jobsite specific requirements in accordance with equipment submittal)
  - 5. Verify disconnect and fuses are sized in accordance to unit data plate
  - 6. Verify drain piping is installed accordance with manufacturer's IOM
  - 7. Verify Economizer operation and proper installation
  - 8. Verify sensors shipped with Economizer as described in installation literature are properly installed and functioning correctly
  - 9. Check supply and exhaust fan belts for proper tension, as applicable and in accordance with manufacturer's IOM
  - 10. Verify proper unit control setup and function (I.e configure features such as single zone VAV and multizone VAV as required by the IOM)
  - 11. Verify unit sequence of operations function in accordance with manufacturer's IOM (heating sequence & cooling sequence)
  - 12. Verify unit clearances are in compliance with manufacturer's IOM
- D. Provide a factory startup as indicated in the equipment schedules. Factory startup shall be performed by technicians that are factory trained and certified, and in the employ of the manufacturer's rep.

3.20 OPERATION AND MAINTENANCE INSTRUCTIONS, AND MAINTENANCE MANUAL:

- A. Upon completion of work, and at a time designated by the engineer, a competent employee of the contractor shall be provided to instruct a representative of the owner in the operation and maintenance of the system.
- B. Minimum instruction period shall be:
  - 1. Air Conditioning System - 1 day
- C. Maintenance Manuals: The contractor shall compile and bind all manufacturer's instructions and descriptive literature on all items of equipment furnished under this work. These instructions shall be delivered through the general contractor to the engineer for approval prior to final inspection.
- D. Instructions shall include:
  - 1. Warranty letter signed by the Mechanical Contractor.
  - 2. Index for each section with each section properly identified.
  - 3. Complete equipment list with model and serial numbers.
  - 4. Complete equipment list with filter sizes and quantities.
  - 5. Copy of one complete, approved submittal for each equipment section.
  - 6. Description of each system, including manufacturer's literature for all items.
  - 7. Start-up and shut-down description for each system.
  - 8. Suggested operating and maintenance instructions with frequency of maintenance indicated.
  - 9. Parts list for all items of equipment.
  - 10. Name, address, and telephone number of nearest sales and service organization for all items of equipment.
  - 11. Startup reports.
  - 12. Test and Balance Reports
- E. Manuals shall be 8-1/2 x 11 inch text pages in digital PDF format. Prepare binder covers with printed subject title of manual, title of project, date, and volume number when multiple binders are required. Provide a table of contents for each volume. Internally subdivide the binder contents with bookmarks providing a link to each section. Provide directory listing as appropriate with names addresses, and telephone numbers of design consultant, Contractor, subcontractors, equipment suppliers, and nearest service representatives.

End of Section 230010

## SECTION 230500 – HEATING, VENTILATION and AIR CONDITIONING

### PART 1 - GENERAL

#### 1.1 General Requirements:

- A. This Section of the Specifications and related drawings describe requirements pertaining to Air Conditioning, Heating and Ventilation work, including applicable HVAC Insulation in separate Section 230700, Vibration Isolation and Seismic Restraint in separate Section 230548 and Building Automation Systems in 230900. All work shall comply with Section 230010 - General Provisions - HVAC.
- B. Construct rectangular ductwork to meet all functional criteria defined in Section VII, of the SMACNA "HVAC Duct Construction Standards Metal and Flexible" 2005 Edition. All ductwork must comply with all local, state and federal code requirements.

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS:

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

#### 2.2 QUALITY ASSURANCE:

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

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

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

#### 2.4 DUCTS THRU WALLS:

- A. Provide sheet metal flashing around all duct penetrations.
- B. Ducts shall be properly sealed per the fire rating and UL assembly.

2.5 INSTRUMENT TEST HOLES:

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

2.6 METAL DUCTWALL:

- A. All interior ducts shall be constructed of G-90 or better galvanized steel (ASTM A653) LFQ, chem treat. Exterior ductwork or duct exposed to high humidity conditions shall be constructed of G-90 or better galvanized steel LFQ, chem treat. Galvanized metal ducts shall be a minimum thickness of 24 gage.
- B. Support, access doors not part of ducts, bar or angle reinforcing damper rods and items made of uncoated mild steel shall be painted with two coats of primer or provide galvanized equivalent.
- C. Medium Pressure Supply Duct:
  - 1. Ductwork from the supply air fan to the terminal velocity reduction device (VAV box) shall be fabricated to meet minimum 4" w.g. pressure class in accordance with SMACNA Duct Construction Standard.
- D. Low Pressure Supply, Return, and Exhaust Duct:
  - 1. Ductwork downstream from the VAV box, ductwork on low pressure supply and return systems and restroom exhaust duct shall be fabricated to meet minimum 2" w.g. pressure class in accordance with SMACNA Duct Construction Standard.

2.7 RECTANGULAR DUCT LONGITUDINAL SEAMS:

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

2.8 ROUND DUCT LONGITUDINAL SEAMS:

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

2.9 DUCT JOINTS:

- A. Duct joints to meet criteria as defined in SMACNA's 2005 Manual, HVAC Duct Construction Standards, Metal and Flexible.
- B. Ductmate or W.D.C.I. proprietary duct connection systems will be accepted as an alternative to SMACNA duct construction standards. Duct constructed using these systems will refer to the manufacturers guidelines for sheet gauge, intermediate reinforcement size and spacing, and joint reinforcements.

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

#### 2.10 ACCESS DOORS IN DUCTWORK:

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

#### 2.11 SEALERS:

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

#### 2.12 DUCTWORK HANGER/SUPPORT:

- A. Hang and support ductwork as defined by SMACNA, Chapter 5 2005 Manual, First Edition, or as defined within. Hanger spacing for sheet metal duct not to exceed 8'. Hanger spacing for flexible duct shall not exceed 5'.
- B. Duct supports on the exterior of the building on grade or on the roof shall be steel with a hot dip galvanized coating.

#### 2.13 TURNING VANES:

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

2.14 PIPE AND FITTINGS:

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

2.15 SCHEDULE OF PIPING

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

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

- A. All valves shall have malleable iron handwheels, valves 2-1/2 and larger cast iron handwheels, self locking stem nuts, and Teflon impregnated stem packing. Valves shall be asbestos free.
- B. Valves exposed to the weather or on chilled water service shall have stainless steel hardware at position plate to prevent rusting.

2.17 AUTOMATIC FLOW CONTROL VALVES:

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

2.18 SHUT OFF VALVES:

A. Ball Valves:

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

B. Butterfly Valves:

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

2.19 STRAINERS:

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

2.20 TRAPS:

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

2.21 VICTAULIC MECHANICAL PIPE COUPLINGS AND FITTINGS (OPTION):

- A. Chilled, condenser and hot water piping: Victaulic couplings and fittings may be used in lieu of unions, welds, flanges or screwed pipe connection. Piping must be the same schedule as specified for welded piping.
- B. Couplings (Rigid) shall be Victaulic Style – 07, 107N or W07 rigid couplings, with housing fabricated in two or more parts of ductile iron castings, in accordance with ASTM A-536. Coupling gasket shall be Victaulic Grade "E" EDPM of central cavity pressure-responsive design. Couplings shall have electroplated steel nuts and oval track head type bolts to secure grooved pipe and fittings per ASTM A449.
- C. Couplings (Flexible): Victaulic Style 77, 177 or W77 may be used in lieu of a flexible connector for vibration attenuation and stress relief. Installation-ready, suitable for direct stab installation without field disassembly.
- D. Grooved Joint Lubricants: Lubricate gaskets with lubricant supplied by the coupling manufacturer in accordance with published installation instructions. The lubricant shall be approved for the gasket elastomer and system media.
- E. All pipe fittings used with Victaulic pipe couplings shall be fabricated of ductile iron castings in accordance with ASTM A-536. Where Victaulic fitting pattern is not available, fittings fabricated from steel pipe with grooved ends may be used, but must be the same thickness as pipe.
- F. Components shall include fittings, couplings, valves, strainers, flanges, and suction diffusers. (Victaulic 107/07/W07, 761/W761, 716/779/W715, 741/W741, 731/W731)
- G. Victaulic Series 380, 381, 382. Factory assembled grooved end vibration pump discharge drop for pipe sizes 3" through 12" (DN80 through DN300). Orange enamel coated assembly, consisting suctioned diffuser, Wye strainer or a tri-service valve assembly consisting of a spring-actuated check [Venturi-Check] valve and butterfly valve with offset stem for 360-degree circumferential seating, and pipe spool with thermometer and pressure ports. Assembly is installation-ready, with flexible couplings to accommodate vibration attenuation and stress relief.
- H. All grooved joint couplings, fittings, valves, and specialties shall be of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.
- I. Pipe grooving shall be in accordance with the manufacturer's specifications contained in latest published literature.

2.22 THERMOMETERS FOR DUCTWORK:

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

2.23 FILTER RESISTANCE INDICATORS:

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

2.24 AIR HANDLING UNIT

- A. Provide Trane Performance Climate Changers or approved equal (see Section 230010) of the type, arrangement, size, and indicated capacities and characteristics.
- B. Performance Climate Changer™ air handlers must be rigged, lifted, and installed in strict accordance with CLCH-SVX07\*-EN Performance Climate Changer Air Handler Installation, Operation, and Maintenance manual. The units are also to be installed in strict accordance with the specifications.
- C. All units will be shipped with an integral base frame designed with the necessary number of lift points for safe installation. The lift points will be designed to accept standard rigging devices and be removable after installation. Units shipped in sections will have a minimum of four points of lift. Sizes 3-30 will also be shipped with a shipping skid designed for forklift transport. Units will be shipped with a shipping skid designed for forklift transport and the integral base will be designed with the necessary number of lift points for safe installation. The lift points will be designed to accept standard rigging devices and removable after installation. Units shipped in sections will have a minimum of four points of lift. Per ASHRAE 62.1 recommendation, units will be shipped stretch-wrapped to protect unit from in transit rain and debris. Installing contractor is responsible for long-term storage in accordance with CLCH-SVX07\*-EN Performance Climate Changer Air Handler Installation, Operation, and Maintenance manual.
- D. Certifications
  - 1. Unit shall be UL and C-UL Listed.
  - 2. Air-handling performance data shall be certified in accordance with AHRI Standard 430. Unit sound performance data shall be provided using AHRI Standard 260 test methods and reported as sound power. Coil performance shall be certified in accordance with AHRI Standard 410.
- E. Casing Construction
  - 1. All unit panels shall be 2-inch solid, double-wall construction to facilitate cleaning of unit interior. Unit panels shall be provided with a mid-span, no through metal, internal thermal break. Casing thermal performance shall be such that under 55°F supply air temperature and design conditions on the exterior of the unit of 81°F dry bulb and 73°F wet bulb, condensation shall not form on the casing exterior.
  - 2. All exterior and interior AHU panels will be made of G40 galvanized steel. Optionally, all interior AHU casing panels will be made of 201 stainless steel.
  - 3. The casing shall be able to withstand up to 8 inches w.g. positive or negative static pressure. The casing shall not exceed 0.0042 inch deflection per inch of panel span

at 1.5 times design static pressure up to a maximum of +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections.

F. Unit Flooring

1. The unit floor shall be of sufficient strength to support a 300-lb. load during maintenance activities and shall deflect no more than 0.0042 inch per inch of panel span.

G. Casing Leakage

1. The casing air leakage shall not exceed leak class 9 (CL = 9) per ASHRAE 111 at 1.25 times maximum casing static pressure (P in inches w.g.), up to a maximum of +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections, where maximum casing leakage (cfm/100 ft<sup>2</sup> of casing surface area) = CL x P<sup>0.65</sup>. Optionally, the casing air leakage shall not exceed leak class 6 (CL = 6) per ASHRAE 111 at 1.25 times maximum casing static pressure (P in inches w.g.), up to a maximum of +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections, where maximum casing leakage (cfm/100 ft<sup>2</sup> of casing surface area) = CL x P<sup>0.65</sup>.

H. Insulation

1. Panel insulation shall provide a minimum thermal resistance (R) value of 13 ft<sup>2</sup>•h•°F/Btu throughout the entire unit. Insulation shall completely fill the panel cavities in all directions so that no voids exist and settling of insulation is prevented. Panel insulation shall comply with NFPA 90A.

I. Drain Pans

1. All cooling coil sections shall be provided with an insulated, double-wall, galvanized or stainless steel drain pan. To address indoor air quality (IAQ), the drain pan shall be designed in accordance with ASHRAE 62.1 being of sufficient size to collect all condensation produced from the coil and sloped in two planes promoting positive drainage to eliminate stagnant water conditions. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition. All drain pan threaded connections shall be visible external to the unit. Drain connections shall be of the same material as the primary drain pan and shall extend a minimum of 2 1/2 inches beyond the base to ensure adequate room for field piping of condensate drain traps. Coil support members inside the drain pan shall be of the same material as the drain pan and coil casing. Heating coil, access, and mixing sections may be provided with an optional IAQ drain pan.

J. Access Doors

1. Access doors shall be 2-inch double-wall construction. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a

- thermal break construction of door panel and door frame. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage.
2. Surface-mounted handles shall be provided to allow quick access to the interior of the functional section and to prevent through-cabinet penetrations that could likely weaken the casing leakage and thermal performance. Handle hardware shall be designed to prevent unintended closure. Access doors shall be hinged and removable for quick, easy access. Hinges shall be interchangeable with the door handle hardware to allow for alternating door swing in the field to minimize access interference due to unforeseen job site obstructions. Door handle hardware shall be adjustable and visually indicate locking position of door latch external to the section.
  3. All doors shall be a minimum of 60 inches high when sufficient height is available, or the maximum height allowed by the unit height.
  4. Door handles will be provided for each latching point of the door necessary to maintain the specified air leakage integrity of the unit. Optionally, a single-handle door shall be provided for all outward swinging doors linked to multiple latching points necessary to maintain the specified air leakage integrity of the unit.

K. Fans

1. The fan type shall be provided as required for stable operation and optimum energy efficiency. The fan shall be statically and dynamically balanced at the factory as a complete fan assembly (fan wheel, motor, drive, and belts). The fan shaft shall not exceed 75 percent of its first critical speed at any cataloged speed. Fan wheels shall be keyed to the fan shaft to prevent slipping. The fan shafts shall be solid steel. The fan section shall be provided with an access door on the drive side of the fan.

L. Direct-Drive Plenum Fan

1. The fan shall be a single-width, single-inlet plenum fan. The fan blades shall be aluminum backward-inclined airfoil. Plenum fan shall be direct-driven. Fan sections containing multiple fans shall be controlled using a common control signal, such as the duct static control signal, to modulate the fan speed.

M. Fan Isolation

1. 1-Inch, Seismic Spring Isolators. The fan and motor assembly (on sizes 3 to 8) shall be internally isolated from the unit casing with 1-inch (25.3-mm) deflection spring isolators, furnished and installed by the unit manufacturer. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.
2. 2-Inch, Seismic Spring Isolators. The fan and motor assembly (on sizes 10 to 120) shall be internally isolated from the unit casing with 2-inch (50.8-mm) deflection spring isolators, furnished and installed by the unit manufacturer. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.

N. Fan Drives

1. Fixed Pitch. The drives shall be constant speed with fixed-pitch sheaves.
2. 1.2 Service Factor. The drives shall be selected at a minimum 20 percent larger than the motor horsepower.

O. Fan Motors

1. The motor shall be integrally mounted to an isolated fan assembly furnished by the unit manufacturer. The motor shall be mounted inside the unit casing on an adjustable base to permit adjustment of drive-belt tension. The motor shall meet or exceed all NEMA Standards Publication MG1 requirements and comply with NEMA Premium efficiency levels when applicable. The motor shall have T-frame, squirrel cage with size, type, and electrical characteristics as shown on the equipment schedule.
  - a) Open Drip-Proof (ODP). The motor shall be open and drip-proof.
  - b) Totally Enclosed Fan-Cooled (TEFC). The motor shall be totally enclosed and fan-cooled.

P. Grease Lines

1. Bearings are selectable with life-time lubrication or with relubrication required. For any bearing requiring relubrication, the grease line shall be extended to the fan-support bracket on the drive side of the fan.

Q. Motor Wiring Conduit

1. The fan motor wiring shall be factory-wired to the unit-mounted starter/disconnect, variable frequency drive (VFD), or external motor junction box within flexible metal conduit of adequate length so that the fan vibration isolation will not be restricted.

R. Backdraft Dampers

1. Each fan in the multiple-fan array shall be provided with integral back flow prevention: a backdraft damper that prohibits recirculation of air in the event a fan or multiple fans become disabled. Dampers are tested and rated based on AMCA Standard 500. Dampers to be heavy duty type capable of a maximum back pressure that exceeds the design total static pressure with minimal leakage. The dampers should have a minimal total effect on airflow performance-both pressure drop when open and system effect on the fan. The damper blades and frame shall be extruded aluminum with blade edge seals locked into the blade edge. Adhesive type seals are unacceptable. AHU manufacturer responsible for providing proper spacing upstream of dampers to ensure full, uniform airflow through upstream components. For units where the damper(s) are supplied at the jobsite, the installing contractor shall contract a certified TAB contractor to verify uniform airflow thru upstream components.

S. Variable-Frequency Drives (VFDs)

1. For variable-air-volume applications, airflow shall be modulated by a VFD that controls fan speed.
2. Inverter test shall be performed to check vibration at unloaded conditions. Fan vibration levels shall be checked from 100 percent to 30 percent of required operating rpm.

T. Coils

1. Coils shall be manufactured by the supplier of the air handling unit and installed such that headers and return bends are enclosed by unit casing. Coils shall be removable by unbolting the wall panels in the coil section. Coil connections shall be clearly labeled on unit exterior. Fin surfaces shall be cleaned prior to installation in the unit to remove any oil or dirt that may have accumulated on the fin surfaces during manufacturing of the coil.
2. Horizontal and Vertical Coil Sections The coil section shall be provided complete with coil and coil holding frame. Coil section side panels shall be easily removable to allow for removal and replacement of coils without impacting the structural integrity of the unit. The coils shall be installed such that headers and return bends are enclosed by unit casings. If two or more cooling coils are stacked in the unit, an intermediate drain pan shall be installed between each coil. Like the primary drain pan, the intermediate drain pan shall be designed being of sufficient size to collect all condensation produced from the coil and sloped to promote positive drainage to eliminate stagnant water conditions. The intermediate pan shall begin at the leading face of the water-producing device and be of sufficient length extending downstream to prevent condensate from passing through the air stream of the lower coil. Intermediate drain pan shall include downspouts to direct condensate to the primary drain pan. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.

U. Inspection Section

1. The coil section shall include an inspection section complete with a double-wall, removable door downstream of the coil for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.

V. Water Coils

1. The coils shall have aluminum fins and seamless copper tubes. Copper fins may be applied to coils with 5/8-inch tubes. Fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. The coil casing may be galvanized or stainless steel. The coils shall be proof-tested to 300 psig and leak-tested under water to 200 psig.
  - a) Coil performance data and coils containing water or ethylene glycol shall be certified in accordance with AHRI Standard 410.

- b) Coils containing propylene glycol shall be rated in accordance with AHRI Standard 410.
- c) Calcium chloride, or mixtures thereof, are outside the scope of AHRI Standard 410, and therefore do not require AHRI 410 rating or certification.
- 2. Headers are to be constructed of round copper pipe or cast iron.
  - a) Tubes shall be 3/8-inch OD, 0.012-inch copper
  - b) Tubes shall be 5/8-inch OD, 0.020-inch copper
- 3. Hydronic coils may be supplied with factory installed drain and vent piping to unit casing exterior.

W. Steam Heating Coil

- 1. The coils shall have aluminum fins and seamless copper tubes. Copper fins may be applied to coils with 1-inch tubes. The fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. The coil casing may be galvanized or stainless steel. Nonfreeze, steam-distributing-type coils shall be provided. Steam coils shall be pitched in the unit for proper drainage of steam condensate from coils. The coils shall be proof-tested to 300 psig and leak-tested to 200 psig air pressure under water. Headers are to be constructed of cast iron. Inner tubes shall have orifices that ensure even steam distribution throughout the full length of the outer tube. Orifices shall be directed toward the return connections to ensure that the steam condensate is adequately removed from the coil. Coil performance data shall be certified in accordance with AHRI Standard 410.
  - a) Tube construction shall be a 11/16-inch OD, 0.031-inch copper inner tube with a 1-inch OD, 0.031 copper outer tube.
  - b) Tube construction shall be a 11/16-inch OD, 0.031-inch copper inner tube with a 1-inch OD, 0.049-inch red brass outer tube.

X. Filters

- 1. Filter sections shall have filter racks, at least one access door for filter removal, and filter blockoffs to prevent air bypass around filters. The filter sections shall be supplied with 2-inch or 4-inch flat, or 2-inch or 4-inch angled, bag, or cartridge filters.
- 2. Pleated Media Filters: The filters shall be 2-inch or 4 inch, made with 100 percent synthetic fibers that are continuously laminated to a supported steel-wire grid with water repellent adhesive. Filters shall be capable of operating up to 625-fpm face velocity without loss of filter efficiency and holding capacity. The filters shall have a MERV 8 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

Y. Differential Pressure Gauge

- 1. A differential pressure gauge shall be flush-mounted with casing outer wall with probes piped to both sides of the filter bank to indicate status. Combination filter frames will be provided with a separate differential pressure gauge piped across each of the high-efficient and pre-filter banks. The gauge shall be diaphragm-

actuated dial-type and shall maintain a +/- 5 percent accuracy within operating temperature limits of the air handler. Range shall be 0 - 2.0 in. w.g,

Z. Mixing Section

1. A functional section shall be provided to support the damper assembly for outdoor, return, and/ or exhaust air.
2. Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and extruded-vinyl blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. Airfoil dampers shall be rated for a maximum leakage rate of 3 cfm/ft<sup>2</sup> at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.
3. Airflow Measurement Station (Standard Traq Dampers) A factory-mounted airflow measurement station tested in accordance with AMCA Standard 611 and bearing the AMCA Ratings Seal for Airflow Measurement Performance shall be provided in the outdoor and/or return air opening to measure airflow. The damper blades shall be galvanized steel, housed in a galvanized steel frame and mechanically fastened to a rotating axle rod. The dampers shall be rated for a maximum leakage rate of 4 cfm/ft<sup>2</sup> at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. The standard airflow measurement station shall be capable of measuring from 15 percent to 100 percent of unit nominal airflow. The airflow measurement station shall adjust for temperature variations and provide a 2 to 10 Vdc signal that corresponds to actual airflow for controlling and documenting airflow. The accuracy of the airflow measurement station shall be  $\pm 5$  percent.

AA. Outdoor Unit Paint

1. External surface of unit casing shall be prepared and coated with a minimum 1.5 mil enamel finish or equal. Units supplied with casing exterior factory-painted shall be able to withstand a salt spray test in accordance with ASTM B117 for a minimum of 500 consecutive hours. Unit casing exterior will be provided with manufacturer's standard color, or alternative color when required.

BB. Pipe Cabinet

1. For outdoor units, piping cabinet shall be supplied by the manufacturer (factory-assembled) and shall be of the same construction as the main unit casing. Piping cabinet shall be mounted external to the unit and shipped separate to be field-installed.

CC. Outdoor Unit Roof

1. Trane engineered inner roofs incorporate mid-span, internal thermal breaks to eliminate thermal conduction paths from the interior of the air handler to the exterior (2-inch R13 foam-insulated). Inner/ Indoor/ roof will be installed in such a manner as to prevent air bypass between internal components. A single layer

Outer/Outdoor roof is utilized above the inner roof and will be sloped at a minimum 0.125 inches per foot either from one side of unit to other, or from center to sides of the unit. Roof assembly will overhang all walls of units by a 1.5-inch minimum.

DD. Access/Inspection Sections

1. A section shall be provided to allow additional access/inspection of unit components and space for field-installed components as needed. The section length shall be variable to accommodate specific access, spacing, or dimensional requirements. An access door shall be provided for easy access. All access sections shall be complete with a double-wall, removable door downstream for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors downstream of cooling coils shall be provided with a thermal break construction of door panel and door frame.

2.25 ELECTRIC HEAT TRACE:

- A. Provide and install Thermon, or approved equal (see Section 230010), Model 5-FLX-2-OJ electric heat trace along entire length of above ground piping noted on plans to be heat traced and to a point 1'-0" below grade or inside heated enclosure. The self-regulating heater shall consist of two nickel-plated copper bus wires embedded in a radiation cross-linked semi conductive polymer core. The heater shall be capable of varying the heat output along the entire length without overheating. The heater shall be covered in a polyolefin outer jacket. Entire system shall be UL listed conforming to ANSI/IEEE Standard 515.1 and installed per manufacturer's instructions. Upon installation of heat trace install insulation as specified in section 230700.
- B. Heat trace shall be controlled by a Model B4X-15140 adjustable ambient control thermostat in an epoxy polyamide coated die-cast aluminum NEMA 4X enclosure. Set heat trace to be activated at 45°F.

PART 3 - EXECUTION

3.1 DUCTWORK, GENERAL:

- A. Drawings show general arrangement of duct. Provide all ductwork required to complete installation and avoid interferences. Installation shall conform with applicable portions of Section 230010, General Provisions, HVAC. Fabricate ducts as job progresses, using actual job measurements and referring to architectural, structural, electrical, plumbing and equipment drawings in order to avoid conflicts. Where space limitations preclude use of ducts and fittings as shown, consult Engineer for instructions. All ductwork, offsets, fittings, etc. required to make a complete and efficiently operating installation are included in this contract and shall be fabricated and installed in accordance with SMACNA Standards for the application unless noted otherwise herein.

- B. All duct dimensions shown on drawings are "inside clear". The sizes of acoustically lined ducts and dampers in ducts shall be increased accordingly. Ducts shall be smooth on inside.
- C. Provide flexible duct connectors at all ductwork connections to equipment with fans, motors or rotating components.
- D. Install double thickness turning vanes in duct fittings having centerline radius less than 1-1/2 times width of duct.
- E. Support ducts from building structure with 1 inch wide galvanized steel bands per SMACNA recommendations. Wire hangers and nylon straps will not be acceptable.
- F. Do not install runout drops to ceiling diffusers until ceiling grids have been installed. Center ceiling diffusers between grids.
- G. Provide a locking quadrant balancing damper at each supply takeoff fitting and each exhaust takeoff fitting, for balancing individual diffusers and grilles.
- H. Seal all joints in supply, return and exhaust ducts with Childers CP-145 Veloseal, or McGill Airseal, DuroDyne or equal water based synthetic duct sealant, or equal.
- I. Upon complete installation of ducts, clean entire system of rubbish, plaster, dirt, etc. before installing any outlets. After installation of outlets and connections to fans are made, blow out entire system with all control devices wide open.

### 3.2 PIPING, GENERAL:

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

- H. Pipe water relief drains, blowdown, and other drains to, but not into, the most convenient floor drain or where otherwise directed.

### 3.3 CONDENSATE DRAINS:

- A. Pipe evaporator condensate drains into nearest floor drain, roof drain, gutter or as indicated. Piping shall be routed to avoid interference with passageways or maintenance.
- B. Drains shall be trapped to overcome air handler static pressure.
- C. Drain piping shall be sloped 1/8" per foot.
- D. Drain piping shall be sized as follows

| <b>EQUIPMENT CAPACITY</b>                  | <b>MINIMUM CONDENSATE<br/>PIPE DIAMETER</b> |
|--|---|
| Up to 20 tons of refrigeration             | $\frac{3}{4}$ inch                          |
| Over 20 tons to 40 tons of refrigeration   | 1 inch                                      |
| Over 40 tons to 90 tons of refrigeration   | $1\frac{1}{4}$ inch                         |
| Over 90 tons to 125 tons of refrigeration  | $1\frac{1}{2}$ inch                         |
| Over 125 tons to 250 tons of refrigeration | 2 inch                                      |

### 3.4 EQUIPMENT, GENERAL:

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

### 3.5 SUBMITTALS:

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

End of Section 230500

## SECTION 230548 - VIBRATION ISOLATION AND SEISMIC/WIND RESTRAINT

### PART 1 – GENERAL

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

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

#### 1.4 MANUFACTURER'S RESPONSIBILITIES:

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

#### 1.5 SUBMITTALS:

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

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

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

## PART 2 - PRODUCTS

### 2.1 QUALITY CONTROL:

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

## PART 3 – EXECUTION

- 3.1 Isolator and seismic restraints shall be installed as recommended by the manufacturer. Isolate all mechanical equipment 3/4 hp and over per the isolation schedule and these specifications.
- 3.2 INSTALLATION:
  - A. Comply with manufacturer's instructions for the installation and load application of vibration isolation materials and products. Adjust to ensure that units do not exceed rated operating deflections or bottom out under loading, and are not short-circuited by other

contacts or bearing points. Remove space blocks and similar devices (if any) intended for temporary support during installation or shipping. Locate isolation hangers as near the overhead support structure as possible. Adjust leveling devices as required to distribute loading uniformly on isolators. Shim units as required where leveling devices cannot be used to distribute loading properly.

- B. Install isolated inertia base frames and steel bases on isolator units as indicated so that a minimum of 1 inch clearance below base will result when supported equipment has been installed and loaded for operation.
- C. Seismic rated roof curbs shall be installed directly to building structural steel or concrete roof deck. Upon approval by structural engineer curbs may sit directly on top of the steel deck. Installation on top of roofing material is not acceptable. Shimming of seismic rated curbs is not allowed.
- D. Housekeeping Pads shall be constructed and installed per ASHRAE's "A Practical Guide to Seismic Restraint". They shall be a minimum of .5" thicker than the maximum embedment required of any anchor but not less than 6". They shall be sized to provide minimum edge distances for all installed anchors. They must be anchored to the floor structure in an approved manner.
- E. Concrete anchor locations shall not be near edges, stress joints, or an existing fracture. All anchor bolts to steel shall be ASTM A307 or better

### 3.3 APPLICATION OF SEISMIC RESTRAINTS:

- A. Rigidly Mounted Equipment:
  - 1. Equipment shall be protected by properly sized anchor bolts with elastomeric grommets provided by the isolation manufacturer.

End of Section 230548

## SECTION 230700 – HVAC INSULATION

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED:

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

### PART 2 - PRODUCTS

#### 2.1 ABOVE GROUND INDOOR PIPING:

- A. Pipe Insulation:
  - 1. All water piping shall be insulated with heavy density fiberglass with all-service jacket equal to Owens-Corning Double Self-Sealing Lap, ASJ/SSL-II, one piece, to be used on all lines above and below ambient temperature from 0°F to 850°F.

#### 2.2 ABOVE GROUND EXTERIOR PIPING:

- A. All exterior piping insulation shall be Foamglas as manufactured by Pittsburg Corning or equal, jacketed with aluminum jacketing.

#### 2.3 JACKET FOR OUTDOOR PIPING:

- A. All insulation outside (including insulation options) shall be protected with corrugated aluminum jacketing with factory applied moisture barrier. The aluminum jacketing shall be 0.016 thickness and be of 3003 alloy and H-14 temper. Jacketing shall be applied with 2-inch circumferential and 1-1/2 inch longitudinal lap and secured with 3/8 inch wide aluminum bands, 8 inches on center.
- B. All elbows shall be covered with 2 piece aluminum insulation covers, manufactured from 110 aluminum alloy in .024" thickness, Childers Aluminum E11-Jacs or equal.

- C. On hot service, aluminum elbows may be attached using self-tapping screws. On chilled water service, aluminum elbows shall be glued on pipe insulation.

2.4 HEAT TRACE CABLE:

- A. Provide 3M TTS Self Regulating Heating Cable or equal for all exterior piping located outside of the building thermal envelope. Cable shall be rated for 5 watts per foot. Provide power connection kit and thermostat.

2.5 PIPE INSULATION THICKNESS:

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

| <u>Item</u> | <u>Insulation Thickness (Inches)</u> |
|-------------|--------------------------------------|
|-------------|--------------------------------------|

Cold Pipes:

Chilled Water (Supply & Return)

|                   |        |
|-------------------|--------|
| Pipe up to 1-1/2" | 1-1/2" |
|-------------------|--------|

|                   |    |
|-------------------|----|
| Pipe 2" and above | 2" |
|-------------------|----|

Hot Pipes:

Steam and Condensate

|                   |    |
|-------------------|----|
| Pipe up to 1-1/2" | 2" |
|-------------------|----|

|                   |    |
|-------------------|----|
| Pipe 2" and above | 3" |
|-------------------|----|

2.6 DUCTWORK INSULATION:

- A. Low Pressure Return Ducts 5 Feet From Air Handling Equipment:

1. Line all metal ducts with closed-cell elastomeric insulation, 1 inch thick duct liner equal to Armacell AP Armaflex FS. Liner shall meet requirements of ASTM C1338, G21 and G22 with respect to resistance to microbial growth.

- B. Supply, Return and Fresh Air Return Ducts in Return Plenums Not Specified to be Lined:

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

2.7 OUTDOOR DUCT INSULATION:

- A. Insulate all sheet metal duct work outdoors exposed to the weather with 2 inch thick Owens-Corning 705 insulation board or equal with FSK factory applied facing. Seal all joints of metal duct with Childers CP-145A prior to installing insulation.

## 2.8 JACKET FOR OUTDOOR DUCTWORK:

- A. All insulation outside shall be protected with stucco embossed aluminum jacketing with factory applied moisture barrier. The aluminum jacketing shall be 0.024 thickness and be of 3003 alloy and H-14 temper. Polyfilm Moisture Barrier (PFMB) is an engineered three-layer coextruded film of polyethylene and Surlyn\* polymers with a total film thickness of 3 mils that is heat laminated in the factory to the interior surface of aluminum jacketing.

## PART 3 - EXECUTION

### 3.1 PIPE INSULATION:

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

- I. All pipe covering shall be furnished with self-seal lap and 3" wide butt joint strips. The release paper is pulled from adhesive edge, pipe covering closed tightly around pipe and self-seal lap rubbed hard in place with the blunt edge of an insulation knife. This procedure applied to longitudinal as well as circumferential joints. Staple all longitudinal and circumferential joints with 9/16" staples 6" on center and seal over all staples with Childers CP-30 or equal vapor barrier coating. Care shall be taken to keep jacket clean as it is the finish on all exposed work. All adjoining insulation sections shall be firmly butted together before butt joint strip is applied, and all chilled water and cold water service lines shall have vapor barrier coating thoroughly coated to pipe at butt joints and at all fittings. All fittings, valve bodies, unions, and flanges shall be finished as follows:
  1. To the hot insulated fittings, apply a tack coat of Childers CP-10 or CP-11 (use CP-35 on cold piping) or equal at the rate of 2 gallons per 100 S.F. While the tack coat is still wet, a layer of 10 x 10 fiberglass reinforcing mesh shall be embedded with all fabric seams overlapped a minimum of 2". A finish coat, at a coverage rate of 4 gallons per 100 S.F. shall be applied, fully covering the reinforcing mesh.
  2. Apply fiberglass inserts to all other hot fittings and cold water fittings in conjunction with Proto PVC Fitting Covers. Seal cold applications as recommended by the manufacturer.

### 3.2 ALUMINUM JACKET:

- A. Jacketing shall be applied with 2-inch circumferential and 1-1/2 inch longitudinal lap and secured with 3/8 inch wide aluminum bands, 8 inches on center and at joints.

### 3.3 HEAT TRACE CABLE:

- A. Install a single pass of heat trace cable to pipe prior to installing insulation. Secure cable to pipe with BTape attachment tape or equal at 12" minimum spacing. Provide labels on exterior of pipe "Electric Heat Tracing" at a 10' minimum spacing.

### 3.4 DUCTWORK INSULATION:

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

B. Flexible Insulation (Internal):

1. Applications: Duct Liner shall be applied to the interior of metal ducts using Armaflex Low VOC Spray Adhesive or an equal product having a flame spread of less than 25 and a smoke development of less than 50 and classified such by Underwriters Laboratories.
2. When duct height or plenum walls exceed 24 inches and when duct widths exceed 12 inches, resistance welded mechanical fasteners will be used in addition to duct liner adhesive. Fasteners shall start within 3 inches of the upstream transverse edges of the liner and 3 inches from the longitudinal joints. Fasteners should be spaced a maximum of 6 inches on center around the perimeter of the duct, except that they may be a maximum of 6 inches from a corner break. Elsewhere they shall be a maximum of 18 inches on center.
3. Insulation shall extend the full length of each duct section to permit butting firmly at the duct joints. All joints shall be tightly sealed with Armaflex 520 or 520 BLV Adhesive or equal.

3.5 OUTDOOR DUCT INSULATION:

- A. Insulation board shall be applied by means of resistance welded mechanical fasteners 12 inches on center and secured with a full coat of Childers CP-85 CHIL-STIX Clear UL Classified Adhesive or equal. Pins shall not be less than 3 inches in from each edge or corner of board. Cut side pieces of insulation to lap top and bottom, and scribe board to fit irregular surfaces. Pins shall protrude 1/8 to 3/16 inch above insulation. Apply Childers CP-76 Sealant (about the size of a pea) under the washer before pressing it down.
- B. Apply a tack coat of Childers CP-10/11 or equal to the outside of the duct at a rate of 2 gallons to 100 S.F. While the coating is still wet, embed into it a layer of CHIL-GLAS 5 (5 x 5 weave) or equal. Apply a finish coat at a rate of 4 gallons per 100 S.F. fully covering the fiberglass reinforcing mesh., so that the minimum dry film thickness is 1/16 inch. Follow manufacturer's "Suggested Application Procedures" on data sheet.
- C. (Cold Ducts):
  1. After the VI-CRYL CP-10/11 or equal coating has dried completely, apply a uniform coat of Childers ENCACEL V or ENCACEL X or equal vapor barrier coating at a coverage rate of 6 gallons per 100 S.F.

End of Section 230700

## SECTION 230900 - BUILDING AUTOMATION AND TEMPERATURE CONTROL SYSTEM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes fully integrated building automation system, incorporating direct digital control (DDC) for energy management, equipment monitoring and control, and subsystems with open communications capabilities as herein specified:
- B. The installation of the control system shall be performed under the direct supervision of the controls manufacturer with the shop drawings, flow diagrams, bill of materials, component designation or identification number and sequence of operation all bearing the name of the manufacturer. The installing manufacturer shall certify in writing, that the shop drawings have been prepared by the equipment manufacturer and that the equipment manufacturer has supervised their installation. In addition, the equipment manufacturer shall certify, in writing, that the shop drawings were prepared by their company and that all temperature control equipment was installed under their direct supervision.
- C. BAS controls contractor shall be responsible for all BAS and Temperature Control wiring for a complete and operable system. All wiring shall be done in accordance with all local and national codes.
- D. BAS controls contractor shall furnish and field install all air handling unit end devices. Control contractor shall provide data sheets on all components to be mounted, indicating component dimensions, mounting hardware, and methods, as well as wiring and piping diagrams for each application identified by unit tag per the schedule in the drawings.
- E. Air handling unit variable frequency drives shall be furnished and Installed by the air handling unit manufacturer. Power wiring shall be provided under Division 26.

#### 1.3 WORK BY OTHERS

- A. Mechanical contractor installs all wells, valves, taps, dampers, flow stations, etc. furnished by BAS manufacturer.
- B. Electrical Contractor provides:
  - 1. 120V power to all BAS and/or Temperature control panels. Where not shown on plans, locations shall be determined by the BAS contractor and coordinated with the Architect and electrical contractor.
  - 2. Wiring of all power feeds through all disconnect starters to electrical motor.
- C. Control Devices for Installation by Installers
  - 1. Deliver selected control devices, specified in indicated HVAC instrumentation and

- control device Sections, to identified equipment and systems manufacturers for factory installation and to identified installers for field installation.
2. Deliver the following to duct fabricator and Installer for installation in ductwork. Include installation instructions to Installer and supervise installation for compliance with requirements.
    - a. DDC control dampers
    - b. Airflow sensors, switches and stations
    - c. Pressure sensors.
  3. Deliver the following to plumbing and HVAC piping installers for installation in piping. Include installation instructions to Installer and supervise installation for compliance with requirements.
    - a. DDC control valves
    - b. Pipe-mounted sensors, switches and transmitters.
    - c. Tank-mounted sensors, switches and transmitters.
    - d. Pipe- and tank-mounted thermowells.

#### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product include the following:

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories indicating process operating range, accuracy over range, control signal over range, default control signal with loss of power, calibration data specific to each unique application, electrical power requirements, and limitations of ambient operating environment, including temperature and humidity.
3. Product description with complete technical data, and product specification sheets.
4. Installation, operation and maintenance instructions including factors effecting performance.
5. Bill of materials of indicating quantity, manufacturer, and extended model number for each unique product.
  - a. DDC controllers.
  - b. Control dampers and actuators.
  - c. Control valves and actuators.
6. When manufacturer's product datasheets apply to a product series rather than a specific product model, clearly indicate and highlight only applicable information.
7. Each submitted piece of product literature shall clearly cross reference specification and drawings that submittal is to cover.

B. Shop Drawings:

1. General Requirements:
  - a. Include cover drawing with Project name, location, Owner, Architect, Contractor and issue date with each Shop Drawings submission.
  - b. Include a drawing index sheet listing each drawing number and title that matches information in each title block.
  - c. Drawings Size: 11x17.

2. Include details of product assemblies. Indicate dimensions, weights, loads, required clearances, components, and location and size of each field connection.
3. Plan Drawings indicating the following:
  - a. Screened backgrounds of walls, structural grid lines, HVAC equipment, ductwork and piping.
  - b. Room names and numbers with coordinated placement to avoid interference with control products indicated.
  - c. Network communication cable and raceway routing.
4. Schematic drawings for each controlled HVAC system indicating the following:
  - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve, if included in Project.
  - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
  - c. A graphic showing location of control I/O in proper relationship to HVAC system.
  - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
  - e. Unique identification of each I/O that shall be consistently used between different drawings showing same point.
  - f. Elementary wiring diagrams of controls for HVAC equipment motor circuits including interlocks, switches, relays and interface to DDC controllers.
  - g. Narrative sequence of operation.
  - h. Graphic sequence of operation, showing all inputs and output logical blocks.
5. Control panel drawings indicating the following:
  - a. Panel dimensions, materials, size, and location of field cable, raceways, and tubing connections.
  - b. Interior subpanel layout, drawn to scale and showing all internal components, cabling and wiring raceways, nameplates and allocated spare space.
  - c. Front, rear, and side elevations and nameplate legend.
  - d. Unique drawing for each panel.
6. DDC system network riser diagram indicating the following:
  - a. Each device connected to network with unique identification for each.
  - b. Interconnection of each different network in DDC system.
  - c. For each network, indicate communication protocol, speed and physical means of interconnecting network devices, such as copper cable type, or optical fiber cable type. Indicate raceway type and size for each.
  - d. Each network port for connection of an operator workstation or other type of operator interface with unique identification for each.
7. DDC system electrical power riser diagram indicating the following:

- a. Each point of connection to field power with requirements (volts/phase/hertz/amperes/connection type) listed for each.
  - b. Each control power supply including, as applicable, transformers, power-line conditioners, transient voltage suppression and high filter noise units, DC power supplies, and UPS units with unique identification for each.
  - c. Each product requiring power with requirements (volts/phase/hertz/amperes/connection type) listed for each.
  - d. Power wiring type and size, race type, and size for each.
8. Monitoring and control signal diagrams indicating the following:
- a. Control signal cable and wiring between controllers and I/O.
  - b. Point-to-point schematic wiring diagrams for each product.
  - c. Control signal tubing to sensors, switches and transmitters.
  - d. Process signal tubing to sensors, switches and transmitters.
9. Color graphics indicating the following:
- a. Itemized list of color graphic displays to be provided.

C. System Description:

1. Full description of DDC system architecture.
2. System and product operation under each potential failure condition including, but not limited to, the following:
  - a. Loss of power.
  - b. Loss of network communication signal.
  - c. Loss of controller signals to inputs and outpoints.
  - d. Operator workstation failure.
  - e. Server failure.
  - f. Gateway failure.
  - g. Network failure.
  - h. Controller failure.
  - i. Instrument failure.
  - j. Control damper and valve actuator failure.
3. Complete bibliography of documentation and media to be delivered to Owner.
4. Description of proposed testing and procedures.
5. Description of Owner training, if any.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For DDC system to include in emergency, operation and maintenance manuals.
1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

- a. Project Record Drawings of as-built versions of submittal Shop Drawings provided in electronic PDF format.
- b. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- c. As-built versions of submittal Product Data.
- d. Documentation of all programs created using custom programming language including set points, tuning parameters, and object database.
- e. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
- f. IF specialized equipment is provided, provide a list of recommended spare parts with part numbers and suppliers.

#### 1.6 QUALITY ASSURANCE

- A. The BAS system shall be designed and installed, commissioned and serviced by manufacturer employed, factory trained personnel. Manufacturer shall have an in-place support facility within 10 miles of the site with technical staff, spare parts inventory and necessary test and diagnostic equipment.
- B. Materials and equipment provided for this project shall be the catalogued products of Johnson Controls for consistency in service, support and continued operations.

#### 1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace products that fail in materials or workmanship within specified warranty period.
  1. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner.
  2. Include updates or upgrades to software and firmware if necessary to resolve deficiencies.
    - a. Install updates only after receiving Owner's written authorization.
  3. Warranty service shall occur during normal business hours and commence within 24 hours of Owner's warranty service request.
  4. Warranty Period: One year from date of Substantial Completion.
- B. The on-line support services shall allow the local BAS subcontractor to connect via Owner VPN to monitor and control the facility's building automation system. This remote connection to the facility shall be within 2 hours of the time that the problem is reported. This coverage only includes normal business hours.

#### 1.8 IDENTIFICATION

- A. Identify control wires with a distinctive number on a nonconducting tag attached to each end or at junction points or by color coding of that wire or tube. Designate on control diagram the identifying color and/or number or other identifying designation used.

- B. Identify all control equipment and devices, including panels, controllers, valves, and automatic dampers, firestats, etc., by a method approved by the Architect. Designations shall match those used on control diagrams and shop drawings.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Basis-of-Design Product: Subject to compliance with requirements, provide a building automation and temperature control system provided, manufactured and installed by Johnson Controls, Inc. (JCI).

- 1. Contact: Tim Bedenbaugh – USC Account Manager  
[Tim.Bedenbaugh@JCI.com](mailto:Tim.Bedenbaugh@JCI.com)  
(803.429.2025)

- B. System must extend and connect to the existing JCI network control systems installed in University of South Carolina.

### 2.2 GENERAL DESCRIPTION

- A. The Building Automation System (BAS) shall be an extension of the Metasys currently installed on the USC Campus and in the Russell House.

### 2.3 BAS ARCHITECTURE

- A. Automation Network

- 1. The automation network shall be capable of operating at a communication speed of 100 Mbps, with full peer-to-peer network communication.
  - 2. Network Automation Engines (NAE) shall reside on the automation network.
  - 3. The automation network will be compatible with other campus-wide networks. Where indicated, the automation network shall be connected to the campus network and share resources with it by way of standard networking devices and practices.

- B. Control Network

- 1. Network Automation Engines shall provide supervisory control over the control network.
  - 2. Control networks shall provide either “Peer-to-Peer,” Master-Slave, or Supervised Token Passing communications, and shall operate at a minimum communication speed of 9600 baud.
  - 3. DDC Controllers shall reside on the control network
  - 4. Wireless communication between DDC controllers is acceptable. All sensors shall be wired.

- C. Distributed Web Based User Interface

- 1. All features and functions of the dedicated user interface previously defined in this

document shall be available on any computer connected directly or via a wide area or virtual private network (WAN/VPN) to the automation network and conforming to the following specifications.

## 2.4 DDC SYSTEM CONTROLLERS

### A. Field Equipment Controller (FEC)

1. The Field Equipment Controller (FEC) shall be a fully user-programmable, digital controller that communicates via BACnet MS/TP protocol.
2. Controllers shall be factory programmed with a continuous adaptive tuning algorithm that senses changes in the physical environment and continually adjusts loop tuning parameters appropriately. Controllers that require manual tuning of loops or perform automatic tuning on command only shall not be acceptable.
3. The FEC shall accommodate the direct wiring of analog and binary I/O field points.

## 2.5 OPERATOR INTERFACE

### A. Basic Interface Description

1. Operator interface software shall minimize operator training through the use of English language prompting, 30-character English language point identification, on-line help, and industry standard PC application software. The software shall provide, as a minimum, the following functionality:
  - a. Real-time graphical viewing and control of environment.
  - b. Scheduling and override of building operations.
  - c. Collection and analysis of historical data.
  - d. Point database editing, storage and downloading of controller databases.
  - e. Alarm reporting, routing, messaging, and acknowledgment.

## 2.6 INPUT DEVICES

### A. General Requirements

1. Installation, testing, and calibration of all sensors, transmitters, and other input devices shall be provided to meet the system requirements.

### B. Temperature Sensors

1. General Requirements:
  - a. Sensors and transmitters shall be provided, as outlined in the input/output summary and sequence of operations.
  - b. The temperature sensor shall be of the resistance type, and shall be either two-wire 1000 ohm nickel RTD, or two-wire 1000 ohm platinum RTD.
  - c. The following point types (and the accuracy of each) are required, and their associated accuracy values include errors associated with the sensor, lead wire, and A to D conversion:

2. Room Temperature Sensors

- a. Room sensors shall be constructed for either surface or wall box mounting.
- b. Room sensors shall have the following options when specified:
  - 1) Set point reset slide switch providing a +3 degree (adjustable) range.
  - 2) Individual heating/cooling set point slide switches.
  - 3) A momentary override request push button for activation of after- hours operation.
- c. Provide digital display of sensed temperature.

3. Thermo wells

- a. When thermo wells are required, the sensor and well shall be supplied as a complete assembly, including wellhead and Greenfield fitting.
- b. Thermo wells shall be pressure rated and constructed in accordance with the system working pressure.
- c. Thermo wells and sensors shall be mounted in a threadolet or 1/2" NFT saddle and allow easy access to the sensor for repair or replacement.
- d. Thermo wells shall be constructed of 316 stainless steel.

4. Outside Air Sensors

- a. Outside air sensors shall be designed to withstand the environmental conditions to which they will be exposed. They shall also be provided with a solar shield.
- b. Sensors exposed to wind velocity pressures shall be shielded by a perforated plate that surrounds the sensor element.
- c. Temperature transmitters shall be of NEMA 3R construction and rated for ambient temperatures.

5. Duct Mount Sensors

- a. Duct mount sensors shall mount in an electrical box through a hole in the duct, and be positioned so as to be easily accessible for repair or replacement.
- b. Duct sensors shall be insertion type and constructed as a complete assembly, including lock nut and mounting plate.
- c. For outdoor air duct applications, a weatherproof mounting box with weatherproof cover and gasket shall be used.

6. Averaging Sensors

- a. For ductwork greater in any dimension than 48 inches and/or where air temperature stratification exists, an averaging sensor with multiple sensing points shall be used.
- b. For plenum applications, such as mixed air temperature measurements, a string of sensors mounted across the plenum shall be used to account for stratification and/or air turbulence. The averaging string shall have a minimum of 4 sensing points per 12-foot long segment.

- c. Capillary supports at the sides of the duct shall be provided to support the sensing string.

7. Acceptable Manufacturers: Johnson Controls, Setra.

C. Humidity Sensors

1. The sensor shall be a solid-state type, relative humidity sensor of the Bulk Polymer Design. The sensor element shall resist service contamination.
2. The humidity transmitter shall be equipped with non-interactive span and zero adjustments, a 2-wire isolated loop powered, 4-20 mA, 0-100% linear proportional output.
3. The humidity transmitter shall meet the following overall accuracy, including lead loss and Analog to Digital conversion. 3% between 20% and 80% RH @ 77 Deg F unless specified elsewhere.
4. Outside air relative humidity sensors shall be installed with a rain proof, perforated cover. The transmitter shall be installed in a NEMA 3R enclosure with sealite fittings and stainless steel bushings.
5. A single point humidity calibrator shall be provided, if required, for field calibration. Transmitters shall be shipped factory pre-calibrated.
6. Duct type sensing probes shall be constructed of 304 stainless steel, and shall be equipped with a neoprene grommet, bushings, and a mounting bracket.
7. Acceptable Manufacturers: Johnson Controls, Veris Industries, and Mamac.

D. Differential Pressure Transmitters

1. General Air and Water Pressure Transmitter Requirements:
  - a. Pressure transmitters shall be constructed to withstand 100% pressure over-range without damage, and to hold calibrated accuracy when subject to a momentary 40% over-range input.
  - b. Pressure transmitters shall transmit a 0 to 5 VDC, 0 to 10 VDC, or 4 to 20 mA output signal.
  - c. Differential pressure transmitters used for flow measurement shall be sized to the flow sensing device, and shall be supplied with Tee fittings and shut-off valves in the high and low sensing pick-up lines to allow the balancing Contractor and Owner permanent, easy-to-use connection.
  - d. A minimum of a NEMA 1 housing shall be provided for the transmitter. Transmitters shall be located in accessible local control panels wherever possible.
2. Low Differential Water Pressure Applications (0" - 20" w.c.)
  - a. The differential pressure transmitter shall be of industrial quality and transmit a linear, 4 to 20 mA output in response to variation of flow meter differential pressure or water pressure sensing points.
  - b. The differential pressure transmitter shall have non-interactive zero and span adjustments that are adjustable from the outside cover and meet the following performance specifications:

- 1) .01-20" w.c. input differential pressure range.
    - 2) 4-20 mA output.
    - 3) Maintain accuracy up to 20 to 1 ratio turndown.
    - 4) Reference Accuracy: +0.2% of full span.
  - c. Acceptable Manufacturers: Johnson Controls, Setra and Mamac.
3. Medium to High Differential Water Pressure Applications (Over 21" w.c.)
  - a. The differential pressure transmitter shall meet the low pressure transmitter specifications with the following exceptions:
    - 1) Differential pressure range 10" w.c. to 300 PSI.
    - 2) Reference Accuracy: +1% of full span (includes non-linearity, hysteresis, and repeatability).
  - b. Standalone pressure transmitters shall be mounted in a bypass valve assembly panel. The panel shall be constructed to NEMA 1 standards. The transmitter shall be installed in the panel with high and low connections piped and valved. Air bleed units, bypass valves, and compression fittings shall be provided.
  - c. Acceptable Manufacturers: Johnson Controls, Setra and Mamac.
4. Building Differential Air Pressure Applications (-1" to +1" w.c.)
  - a. The differential pressure transmitter shall be of industrial quality and transmit a linear, 4 to 20 mA output in response to variation of differential pressure or air pressure sensing points.
  - b. The differential pressure transmitter shall have non-interactive zero and span adjustments that are adjustable from the outside cover and meet the following performance specifications:
    - 1) -1.00 to +1.00 w.c. input differential pressure ranges. (Select range appropriate for system application)
    - 2) 4-20 mA output.
    - 3) Maintain accuracy up to 20 to 1 ratio turndown.
    - 4) Reference Accuracy: +0.2% of full span.
  - c. Acceptable Manufacturers: Johnson Controls, Setra and Mamac.
5. Low Differential Air Pressure Applications (0" to 5" w.c.)
  - a. The differential pressure transmitter shall be of industrial quality and transmit a linear, 4 to 20 mA output in response to variation of differential pressure or air pressure sensing points.
  - b. The differential pressure transmitter shall have non-interactive zero and span adjustments that are adjustable from the outside cover and meet the following performance specifications:
    - 1) (0.00 - 1.00" to 5.00") w.c. input differential pressure ranges. (Select range

- appropriate for system application.)
    - 2) 4-20 mA output.
    - 3) Maintain accuracy up to 20 to 1 ratio turndown.
    - 4) Reference Accuracy: +0.2% of full span.
  - c. Acceptable Manufacturers: Johnson Controls, Setra and Mamac.
- 6. Medium Differential Air Pressure Applications (5" to 21" w.c.)
  - a. The pressure transmitter shall be similar to the Low Air Pressure Transmitter, except that the performance specifications are not as severe. Differential pressure transmitters shall be provided that meet the following performance requirements:
    - 1) Zero & span: (c/o F.S./Deg. F): .04% including linearity, hysteresis and repeatability.
    - 2) Accuracy: 1% F.S. (best straight line) Static Pressure Effect: 0.5% F.S. (to 100 PSIG.
    - 3) Thermal Effects: <+.033 F.S./Deg. F. over 40g F. to 100gF. (calibrated at 70g F.).
  - b. Standalone pressure transmitters shall be mounted in a bypass valve assembly panel. The panel shall be constructed to NEMA 1 standards. The transmitter shall be installed in the panel with high and low connections piped and valved. Air bleed units, bypass valves, and compression fittings shall be provided.
  - c. Acceptable Manufacturers: Johnson Controls, Setra and Mamac.
- E. Air Flow Monitoring - Fan Inlet Airflow Measuring Station (AFMS)
  - 1. Subject to compliance with all requirements of this section, provide EBTRON, Inc. Model GTx108-F (basis of design) or approved equal.
  - 2. Airflow measurement devices shall use the principle of thermal dispersion and provide one self-heated bead-in-glass thermistor and one zero power bead-in- glass thermistor at each sensing node.
    - a. Thermal dispersion devices that indirectly heat a thermistor are not acceptable.
    - b. Vortex shedding airflow measurement devices, pitot tubes, pitot arrays, piezo-rings and other differential pressure measurement devices are not acceptable.
  - 3. General
    - a. Provide one AMD for each measurement location provided on the plans, schedules and/or control diagrams to determine the average airflow rate and temperature of each fan at each measurement location.
    - b. Each AMD shall be provided with a microprocessor-based transmitter and one or more sensor probes.
      - 1) Devices that have electronic signal processing components on or in the sensor probe are not acceptable.

- c. Airflow measurement shall be field configurable to determine the average actual or standard mass airflow rate.
    - 1) Actual airflow rate calculations shall have the capability of being field adjusted by the transmitter for altitudes other than sea level.
  - d. Temperature output shall be field configurable to provide either the velocity-weighted duct average temperature or simple arithmetic average temperature.
4. Sensor Probes
- a. Each sensor probe shall consist of one sensor node mounted on a 304 stainless steel block with two adjustable zinc plated steel rods connected to 304 stainless steel pivoting mounting feet.
  - b. Sensor node internal wiring connections shall be sealed and protected from the elements and suitable for direct exposure to water.
  - c. Each sensor probe shall be provided with an integral, FEP jacket, plenum rated CMP/CL2P, UL/cUL Listed cable rated for exposures from -67°F to 392°F and continuous and direct UV exposure.
    - 1) Plenum rated PVC jacket cables are not acceptable.
  - d. Each sensor probe cable shall be provided with a connector plug with gold plated pins for connection to the transmitter.
  - e. Sensor node airflow and temperature calibration data shall be stored in a serial memory chip in the cable connecting plug and not require matching or adjustments to the transmitter.
  - f. Each sensor node shall be provided with two bead-in-glass, hermetically sealed thermistors potted in a marine grade waterproof epoxy.
    - 1) Devices that use epoxy or glass encapsulated chip thermistors are not acceptable.
  - g. Each thermistor shall be individually calibrated at a minimum of 3 temperatures to NIST-traceable temperature standards.
  - h. Each sensor node shall be individually calibrated to NIST-traceable airflow standards at a minimum of 16 calibration points.
  - i. The number of independent sensor nodes provided shall be as follows:
    - 1) SWSI and DWDI fans: 2 probes x 1 sensor node/per probe in each fan inlet
    - 2) Fan Arrays (2 to 4 fans):
      - a) 2 probes x 1 sensor node per probe in each fan inlet
    - 3) Fan Arrays (5 to 8 fans): 1 probe x 1 sensor node per probe in each fan inlet.
5. Transmitter
- a. A remotely located microprocessor-based transmitter shall be provided for each

- measurement location.
- b. The transmitter shall be comprised of a main circuit board and interchangeable interface card.
- c. All printed circuit board interconnects, edge fingers, and test points shall be gold plated.
- d. All printed circuit boards shall be electroless nickel immersion gold (ENIG) plated.
- e. All receptacle plug pins shall be gold plated.
- f. The transmitter shall be capable of determining the average airflow rate and temperature of each fan.
  - 1) Separate integration buffers shall be provided for display airflow output, airflow signal output (analog and network) and individual sensor output (IR-interface).
- g. The transmitter shall have startup firmware to facilitate setup of multiple fans and fan areas.
- h. The transmitter shall be capable of providing a high and/or low airflow alarm.
- i. The transmitter shall be capable of providing individual fan alarming on fan array configurations.
- j. The transmitter shall be capable of identifying an AMD malfunction via the system status alarm and ignore any sensor node that is in a fault condition.
- k. The transmitter shall be provided with a 16-character, alpha-numeric, LCD display.
  - 1) The total airflow rate, temperature, airflow alarm, individual fan alarm and system status alarm shall be visible on the display.
- l. The transmitter shall be provided with two field selectable (0-5/0-10 VDC or 4-20mA), scalable, isolated and over-current protected analog output signals and either:
  - 1) one isolated RS-485 (field selectable BACnet MS/TP or Modbus RTU) network connection; or
  - 2) one isolated Ethernet (simultaneously supported BACnet Ethernet or BACnet IP, Modbus TCP and TCP/IP) network connection. Note: LonWorks capable models shall be provided without analog outputs.
- m. Analog signal capability shall include two output terminals: the first, shall provide the total airflow rate; while the second output shall be field configurable to provide one of the following:
  - 1) temperature
  - 2) airflow alarm
  - 3) individual fan alarm; or
  - 4) system status alarm
- n. Network communications shall provide: the total airflow rate, average temperature, individual fan airflow rates, individual fan temperatures, airflow alarm, individual fan alarm, system status alarm, individual sensor node airflow rates, individual

- o. sensor node temperatures and fan inlet area.
    - o. The transmitter shall be powered by 24 VAC and use a switching power supply that is over-current and over-voltage protected.
    - p. The transmitter shall use a “watchdog” timer circuit to ensure continuous operation in the event of brown-out and/or power failure.
  - 6. Performance
    - a. Each sensing node shall have an airflow accuracy of  $\pm 2\%$  of reading over an operating range of 0 to 10,000 FPM.
      - 1) Accuracy shall include the combined uncertainty of the sensor nodes and transmitter.
        - a) Devices whose overall accuracy is based on individual accuracy specifications of the sensor probes and transmitter shall demonstrate compliance with this requirement over the entire operating range.
    - b. Each sensing node shall have a temperature accuracy of  $\pm 0.15^\circ \text{F}$  over an operating range of  $-20^\circ \text{F}$  to  $160^\circ \text{F}$ .
  - 7. Install in accordance with manufacturer’s placement and installation guidelines.
- F. Air Flow Monitoring – Duct Mounted
- 1. Provide airflow temperature measurement devices where indicated on the plans. Airflow devices shown on HVAC equipment schedules shall be provided and factory installed by the equipment manufacturer. Airflow devices will be as specified in the central control and monitoring specification.
  - 2. Each measuring device shall consist of one or more multi-point measuring probes and a single microprocessor-based transmitter. Each transmitter shall operate on 24VAC.
  - 3. Each sensing point shall independently determine the airflow rate and temperature, which shall be equally weighted and averaged by the transmitter prior to output.
  - 4. Each independent airflow sensor shall have a laboratory accuracy of  $\pm 2\%$  of reading over the entire operating airflow range of 0-5000FPM and be wind tunnel calibrated or verified against standards that are traceable to NIST.
  - 5. The transmitter shall be capable of communicating with the host controls using the following interface options:
    - a. Linear analog output signal: Field selectable, fuse protected and isolated, 0-10VDC and 4-20mA (4 wire)
    - b. RS-485: Field selectable N2 Bus
  - 6. Acceptable Manufacturers: Ebtron
- G. Water Flow Meters
- 1. Chilled Water and Makeup Water:

- a. Water flow meters shall be insertion electromagnetic type.
- b. Accuracy:
  - 1)  $\pm 1.0\%$  of reading from 2 to 20 ft/sec
  - 2)  $\pm 0.02$  ft/sec below 2 ft/sec
- c. Flow Range: 0.1 ft/s to 20 ft/s (200:1 turndown)
- d. Sensing Method: Electromagnetic sensing (no moving parts)
- e. Pressure Drop: Less than 0.1 psi at 12 ft/s velocity in 3" and larger pipes
- f. Material:
  - 1) Wetted metal components: 316 stainless steel
  - 2) Sensor head: Polystyrene
- g. Electronics Enclosure: Weathertight NEMA 4 aluminum enclosure
- h. Integral microprocessor-based electronics. Provide output signal to BAS.
- i. Acceptable manufacturers: Onicon F-3500 Series

H. Thermal Energy (BTU) Meters

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Onicon System-10 or comparable product by one of the following:
  - a. Hoffer Flow Controls, Inc
  - b. ONICON Incorporated
  - c. Veris Industries
- 2. Description: System with flow meter, temperature sensors, transmitter, indicator, and connecting wiring.
- 3. Temperature Sensors: Insertion-type transducer.
- 4. Accuracy:  $\pm 0.15^{\circ}$  F.
- 5. Display: Alphanumeric LCD, visually displays:
  - a. Total Energy: Btu, kW-hrs or ton-hrs
  - b. Energy Rate: Btu/hr, kW or tons
  - c. Total Flow: Gallons
  - d. Flow Rate: Gpm, gph, mgd,
  - e. Supply Temperature:  $^{\circ}$ F
  - f. Return Temperature:  $^{\circ}$ F
- 6. Memory: Non-volatile EEPROM. Retains all program parameters and totaled values in the event of power loss.
- 7. Enclosure: Steel NEMA 13, wall mount.
- 8. Input Power: 24 VAC, 60 Hz, 500 mA.
- 9. Network Interface: N2 - (Includes Johnson Controls - N2 serial interface)
- 10. Operating Instructions: Include complete instructions with each thermal-energy meter system.

I. Steam Flow Meters

1. Steam flow meters shall be vortex shedding type.
2. Accuracy:
  - a.  $\pm 1\%$  for steam and gases (volumetric)
  - b.  $\pm 1.5\%$  for steam and gases (mass)
3. Sensing Method: Vortex shedding with integral piezoelectric sensors
4. Material:
  - a. Sensor Body: 316L Stainless Steel
  - b. Bluff/Sensor Body: 316L Stainless Steel
  - c. Electronics Enclosure: Epoxy painted aluminum
5. Electronics Enclosure: Weathertight NEMA 4x aluminum enclosure
6. Provide flow straightener upstream of flow meter.
7. Integral microprocessor-based electronics. Provide output signal to BAS.
8. Acceptable manufacturers: Onicon F-2600 Series, Dynasonics.

J. Steam Flow Meter Display

1. Basis-of-Design Product: Subject to compliance with requirements, provide Onicon D-100 or comparable product by one of the following:
  - a. Hoffer Flow Controls, Inc
  - b. ONICON Incorporated
  - c. Veris Industries
2. Description: Totalizing display module that provides local indication of steam flow rate and total data with network interface to communicate flow data to the building control network.
3. Accuracy:  $\pm 0.1\%$  of full scale.
4. Display: Alphanumeric LCD, visually display.
5. Memory: Non-volatile EEPROM. Retains all program parameters and totalized values in the event of power loss.
6. Output Signals:
  - a. Pulse Outputs:
    - 1) Two (2) isolated contact closure outputs for separately totalizing forward and reverse flow from the standard input.
    - 2) Isolated contact closure output for indicating flow direction.
  - b. Contact rating: 100 mA, 50 V
  - c. Contact duration: 0.5, 1, 2, or 6 sec
  - d. Analog Output Options:
    - 1) Single isolated analog output

- a) 4-20 mA, 0-10 V or 0-5 V outputs.
- 2) Multiple (4) isolated analog output
  - a) 4-20 mA, 0-10 V or 0-5 V outputs.
- 7. Input Signals:
  - a. One (1) totalizing flow input 4-20 mA, contact closure or pulse.
  - b. One (1) contact closure input for flow direction.
- 8. Enclosure: Steel NEMA 13, wall mount.
- 9. Input Power: 24 VAC, 60 Hz, 500 mA.
- 10. Network Interface: N2 - (Includes Johnson Controls Metasys N2 serial interface)
- 11. Operating Instructions: Include complete instructions with each thermal-energy meter system.

K. Power Monitoring Devices

- 1. Current Measurement (Amps)
  - a. Current measurement shall be by a combination current transformer and a current transducer. The current transformer shall be sized to reduce the full amperage of the monitored circuit to a maximum 5 Amp signal, which will be converted to a 4-20 mA DDC compatible signal for use by the Facility Management System.
  - b. Current Transformer – A split core current transformer shall be provided to monitor motor amps.
    - 1) Operating frequency – 50 - 400 Hz.
    - 2) Insulation – 0.6 Kv class 10Kv BIL.
    - 3) UL recognized.
    - 4) Five amp secondary.
    - 5) Select current ration as appropriate for application.
  - c. Current Transducer – A current to voltage or current to mA transducer shall be provided. The current transducer shall include:
    - 1) 6X input over amp rating for AC inrushes of up to 120 amps.
    - 2) Manufactured to UL 1244.
    - 3) Accuracy: +.5%, Ripple +1%.
    - 4) Minimum load resistance 30kOhm.
    - 5) Input 0-20 Amps.
    - 6) Output 4-20 mA.
    - 7) Transducer shall be powered by a 24VDC regulated powersupply (24 VDC +5%).

L. Electrical Energy Meters:

1. Power meters shall be furnished by BAS contractor, installed and wired by the electrical contractor. Communication trunk from the BAS and integration with the BAS shall be provided by the BAS contractor. Power meter(s) shall be compatible with the Building Automation System (BAS) provided under Division 23. Refer to Electrical
2. The power meter shall be fully electronic with multi-line backlit LCD display showing measured parameters as well as alarm functions and pulse output.
3. The power meter shall perform the following measurements:
  - a. Accumulated Real Energy (kWh) for each phase and total of all phases
  - b. Accumulated Reactive Energy (kVARh) and Apparent Energy (kVAh) totals for all phases
  - c. Net Present Demand for Real (kW), Reactive (kVAR) and Apparent (kVA) Power over a user-specified interval (block or sliding window)
  - d. Maximum (Peak) Real (kW), Reactive (kVAR) and Apparent (kVA) Demand Intervals
  - e. Instantaneous Real (kW), Reactive (kVAR) and Apparent Power (kVA), by phase and in total
  - f. Current (amps) for each phase and average of all phases
  - g. Phase-to-phase voltage for each phase and average of all phase pairs
  - h. Phase-to-neutral voltage for each phase pair and average of all phases
  - i. Power factor for each phase and average of all phases
  - j. AC frequency
4. The power meter shall communicate using the BACnet MS/TP protocol at speeds from 9600 to 115,200 baud (no parity). The meter shall provide a BACnet Device object, a set of writable Analog Value objects for remote configuration, a set of Analog\_Input objects to provide access to scaled 32-bit measurement values and their unit types, and a set of Binary Input objects for indicating individual alarm conditions.
5. The meter shall be UL/CUL listed to the latest applicable safety standards.
6. Power meter models shall accept voltage input over the range of 90 to 600 VAC (50 or 60 Hz).
7. The power meter shall accept 0 to 0.333VAC input from up to three current transducers (U018 Rope Style CTs only) from 20 to 5000 amps.
8. The measured energy consumption shall be retained in non-volatile memory for the life of the product warranty.
9. The power meter shall have demand measurement programmable for up to 6 sub-intervals of 10 seconds to 546 minutes duration.
10. Meter shall be optionally available in an outdoor NEMA 4X enclosure.
11. The power meter shall operate from -30°C to +70°C.
12. The power meter shall have dimensions not exceeding 4.2" x 3.6" x 2.3".
13. The power meter shall meet both ANSI C12.20 .5% and IEC 62053-22 Class .5S real power and energy accuracy specifications.
14. The power meter shall meet IEC 62053-22 Class 2 reactive power and energy accuracy specifications.
15. The power meter shall be configurable for operation on Single Phase (AN or AB), Split Phase (ABN), Delta (ABC), and Wye (ABCN) systems.

16. The power meter shall have automatic phase reversal compensation such that it is insensitive to the CT's load orientation.
17. The power meter shall have separate control power inputs such that it may be powered from a different service than it measures.
18. The power meter shall have Phase Loss Alarm contacts with a user configurable phase loss threshold.
19. The power meter shall have a user-configurable Pulse Contact input to support measurement of other related energy (Gas, Water, Steam, etc.) via BACnet using a simple pulse-output transducer.
20. The power meter shall be configurable for use with Potential Transformers to 5000 volts.
21. The power meter shall support warnings for low power factor (phase current or voltage miss-wired), current over range, voltage over range, and frequency out of range.
22. The product shall have a 5-year warranty.
23. The power meters shall be equal to Veris Industries E50H2.

M. Status and Safety Switches

1. General Requirements

- a. Switches shall be provided to monitor equipment status, safety conditions, and generate alarms at the BAS when a failure or abnormal condition occurs. Safety switches shall be provided with two sets of contacts and shall be interlock wired to shut down respective equipment.

2. Current Sensing Switches

- a. The current sensing switch shall be self-powered with solid-state circuitry and a dry contact output. It shall consist of a current transformer, a solid state current sensing circuit, adjustable trip point, solid state switch, SPDT relay, and an LED indicating the on or off status. A conductor of the load shall be passed through the window of the device. It shall accept over-current up to twice its trip point range.
- b. Current sensing switches shall be used for run status for fans, pumps, and other miscellaneous motor loads.
- c. Current sensing switches shall be calibrated to show a positive run status only when the motor is operating under load. A motor running with a broken belt or coupling shall indicate a negative run status.

3. Air Filter Status Switches

- a. Differential pressure switches used to monitor air filter status shall be of the automatic reset type with SPDT contacts rated for 2 amps at 120VAC.
- b. A complete installation kit shall be provided, including: static pressure taps, tubing, fittings, and air filters.
- c. Provide appropriate scale range and differential adjustment for intended service.

4. Air Flow Switches

- a. Differential pressure flow switches shall be bellows actuated mercury switches or

snap acting micro-switches with appropriate scale range and differential adjustment for intended service.

5. Air pressure safety switches shall be of the manual reset type with SPDT contacts rated for 2 amps at 120VAC.
  - a. Pressure range shall be adjustable with appropriate scale range and differential adjustment for intended service.
6. Low Temperature Limit Switches
  - a. The low temperature limit switch shall be of the manual reset type with Double Pole/Single Throw snap acting contacts rated for 16 amps at 120VAC.
  - b. The sensing element shall be a minimum of 15 feet in length and shall react to the coldest 18-inch section. Element shall be mounted horizontally across duct in accordance with manufacturers recommended installation procedures.
  - c. For large duct areas where the sensing element does not provide full coverage of the air stream, additional switches shall be provided as required to provide full protection of the air stream.

## 2.7 OUTPUT DEVICES

### A. Actuators

1. General Requirements
  - a. Damper and valve actuators shall be electronic. Controls submittals shall indicate actuator fail position as normally open or closed.
2. Electronic Damper Actuators
  - a. Electronic damper actuators shall be direct shaft mount.
  - b. Modulating and two-position actuators shall be provided as required by the sequence of operations. Damper sections shall be sized Based on actuator manufacturer's recommendations for face velocity, differential pressure and damper type. The actuator mounting arrangement and spring return feature shall permit normally open or normally closed positions of the dampers, as required. All actuators (except terminal units) shall be furnished with mechanical spring return unless otherwise specified in the sequences of operations. All actuators shall have external adjustable stops to limit the travel in either direction, and a gear release to allow manual positioning.
  - c. Modulating actuators shall accept 24 VAC or VDC power supply, consume no more than 15 VA, and be UL listed. The control signal shall be 2-10 VDC or 4-20 mA, and the actuator shall provide a clamp position feedback signal of 2-10 VDC. The feedback signal shall be independent of the input signal and may be used to parallel other actuators and provide true position indication. The feedback signal of one damper actuator for each separately controlled damper shall be wired back to a terminal strip in the control panel for trouble-shooting purposes.

- d. Two-position or open/closed actuators shall accept 24 or 120 VAC power supply and be UL listed. Isolation, smoke, exhaust fan, and other dampers, as specified in the sequence of operations, shall be furnished with adjustable end switches to indicate open/closed position or be hard wired to start/stop associated fan. Two-position actuators, as specified in sequences of operations as "quick acting," shall move full stroke within 20 seconds. All smoke damper actuators shall be quick acting.
- e. Acceptable manufacturers: Johnson Controls, Mamac.

3. Electronic Valve Actuators

- a. Electronic valve actuators shall be manufactured by the valve manufacturer.
- b. Each actuator shall have current limiting circuitry incorporated in its design to prevent damage to the actuator.
- c. Modulating and two-position actuators shall be provided as required by the sequence of operations. Actuators shall provide the minimum torque required for proper valve close-off against the system pressure for the required application. The valve actuator shall be sized Based on valve manufacturer's recommendations for flow and pressure differential. All actuators shall fail in the last position unless specified with mechanical spring return in the sequence of operations. The spring return feature shall permit normally open or normally closed positions of the valves, as required. All direct shaft mount rotational actuators shall have external adjustable stops to limit the travel in either direction.
- d. Modulating Actuators shall accept 24 VAC or VDC and 120 VAC power supply and be UL listed. The control signal shall be 2-10 VDC or 4-20 mA and the actuator shall provide a clamp position feedback signal of 2-10 VDC. The feedback signal shall be independent of the input signal and may be used to parallel other actuators and provide true position indication. The feedback signal of each valve actuator (except terminal valves) shall be wired back to a terminal strip in the control panel for trouble-shooting purposes.
- e. Two-position or open/closed actuators shall accept 24 or 120 VAC power supply and be UL listed. Butterfly isolation and other valves, as specified in the sequence of operations, shall be furnished with adjustable end switches to indicate open/closed position.
- f. Acceptable manufacturers: Johnson Controls.

B. Control Relays

1. Control Pilot Relays

- a. Control pilot relays shall be of a modular plug-in design with retaining springs or clips.
- b. Mounting Bases shall be snap-mount.
- c. DPDT, 3PDT, or 4PDT relays shall be provided, as appropriate for application.
- d. Contacts shall be rated for 10 amps at 120VAC.
- e. Relays shall have an integral indicator light and check button.
- f. Acceptable manufacturers: Johnson Controls, Lectro.

C. Control Valves (Chilled Water)

1. All modulating control valves shall be of the “pressure independent” type configured with one integrated valve body that incorporates one chamber with an adjustable Cv and a separate pressure regulating chamber used to maintain a constant differential pressure across the control surface.
2. Each control valve shall be individually flow tested at the factory and verified to deviate no more than  $\pm 5\%$  through the selected operating pressure range. A calibrated performance tag shall be provided with each valve that verifies the flow rate in 10° rotation increments up to full rated flow (option with 1/2”). All testing shall be performed with instruments calibrated to the requirements of ANSI/ISA-S75.11-1985, with traceability to NIST and/or ISO standards.
3. Control valve rangeability shall be 50:1 minimum.
4. Each control valve shall be subjected to 70 psid and tested to exceed ANSI/FCI 70-2-1998 leakage ratings. Class IV leakage or better is required for control valves 2" nominal size and less. Class III leakage or better is required for control valves larger than 2".
5. In all control valves 8" and smaller, it shall be possible to modify the valve flow characteristics without removing the valve from the piping system.
6. Balancing valves and associated balancing shall not be required where pressure independent modulating control valves are installed.
7. The control valve actuator shall modulate all valves up to 8" in nominal size from 0 to 100% design flow while rotating the valve stem a maximum of 90°.
8. There shall be three ports installed at the factory integral to each valve and capable of being used to measure pressure or temperature. The first port shall be installed at the inlet to the valve. The second shall be installed between the Cv chamber and the pressure regulating chamber. The third shall be installed at the outlet of the valve. Should the ports not be provided as part of the valve body than they shall be installed in a spool piece and attached to the body.
9. The differential pressure between the first and the third port shall be used in commissioning to verify that the minimum differential pressure (typically 5 psid) required for pressure independent operation is available.
10. The differential pressure between the first and second ports shall be used to verify proper valve operation and flow regulation. It shall be possible to verify the flow rate through the control valve using the valve stem position and the differential pressure measurement between the first and second port in the valve. If these valve features are not available, a flow meter shall be installed to verify actual flow rate in operation through the valve.
11. CB valves to be standard modulating.
12. All valves shall be warranted by the manufacturer for no less than 5 years from the date of purchase.
13. Acceptable manufacturers: Belimo, Brae, Danfoss, Delta Flow, Johnson Controls.

D. Control Valves (Hot Water & Steam Systems)

1. All automatic control valves shall be “pressure independent” type, fully proportioning and provide near linear heat transfer control. The valves shall be quiet in operation and fail-safe open, closed, or in their last position. All valves shall operate in sequence with another valve when required by the sequence of operations. All control valves shall be sized by the control manufacturer, and shall be guaranteed to meet the heating and cooling loads, as specified. All control valves shall be suitable for the system flow conditions and

close against the differential pressures involved. Body pressure rating and connection type (sweat, screwed, or flanged) shall conform to the pipe schedule elsewhere in this Specification.

2. Hot water control valves shall be modulating plug, ball, and/or butterfly, as required by the specific application. Modulating water valves shall be sized per manufacturer's recommendations for the given application. In general, valves (2 or 3-way) serving variable flow air handling unit coils shall be sized for a pressure drop equal to the actual coil pressure drop, but no less than 5 PSI. Valves (3-way) serving constant flow air handling unit coils with secondary circuit pumps shall be sized for a pressure drop equal to 25% the actual coil pressure drop, but no less than 2 PSI. Mixing valves (3-way) serving secondary water circuits shall be sized for a pressure drop of no less than 5 PSI. Valves for terminal reheat coils shall be sized for a 2 PSIG pressure drop, but no more than a 5 PSIdrop.
3. Ball valves shall be used for hot and chilled water applications, water terminal reheat coils, radiant panels, unit heaters, package air conditioning units, and fan coil units except those described hereinafter.
4. Modulating plug water valves of the single-seat type with equal percentage flow characteristics shall be used for all special applications as indicated on the valve schedule. Valve discs shall be composition type. Valve stems shall be stainless steel.
5. Butterfly valves shall be acceptable for modulating large flow applications greater than modulating plug valves, and for all two-position, open/close applications. In-line and/or three-way butterfly valves shall be heavy-duty pattern with a body rating comparable to the pipe rating, replaceable lining suitable for temperature of system, and a stainless steel vane. Valves for modulating service shall be sized and travel limited to 50 degrees of full open. Valves for isolation service shall be the same as the pipe. Valves in the closed position shall be bubble-tight.
6. Acceptable manufacturers: Erie, Danfoss, Delta Flow, Johnson Controls.

## 2.8 MISCELLANEOUS DEVICES

### A. Local Control Panels

1. All control panels shall be factory constructed, incorporating the BAS manufacturer's standard designs and layouts. All control panels shall be UL inspected and listed as an assembly and carry a UL 508 label listing compliance. Control panels shall be fully enclosed, with perforated sub-panel, hinged door, and slotted flush latch.
2. In general, the control panels shall consist of the DDC controller(s), display module as specified and indicated on the plans, and I/O devices—such as relays, transducers, and so forth—that are not required to be located external to the control panel due to function. Where specified the display module shall be flush mounted in the panel face unless otherwise noted.
3. All I/O connections on the DDC controller shall be provide via removable or fixed screw terminals.
4. Low and line voltage wiring shall be segregated. All provided terminal strips and wiring shall be UL listed, 300-volt service and provide adequate clearance for field wiring.
5. All wiring shall be neatly installed in plastic trays or tie-wrapped.
6. A convenience 120 VAC duplex receptacle shall be provided in each enclosure, fused on/off power switch, and required transformers.

B. Thermostats

1. Electric room thermostats of the heavy-duty type shall be provided for unit heaters, cabinet unit heaters, and ventilation fans, where required. All these items shall be provided with concealed adjustment. Finish of covers for all room- type instruments shall match and, unless otherwise indicated or specified, covers shall be manufacturer's standard finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
1. Verify compatibility with and suitability of substrates.
- B. Examine roughing-in for products to verify actual locations of connections before installation.
1. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
  2. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.
- C. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 BAS SPECIFIC REQUIREMENTS

A. Graphic Displays

1. Provide a color graphic system flow diagram display for each system with all points as indicated on the point list. All terminal unit graphic displays shall be from a standard design library.
2. User shall access the various system schematics via a graphical penetration scheme and/or menu selection.

B. Actuation / Control Type

1. Primary Equipment
  - a. Controls shall be provided by equipment manufacturer as specified herein.
  - b. All damper and valve actuation shall be electric.

2. Air Handling Equipment

- a. All air handlers shall be controlled with a HVAC-DDC Controller
- b. All damper and valve actuation shall be electric.

3.3 INSTALLATION

A. BAS Wiring

- 1. All conduit, wiring, accessories and wiring connections required for the installation of the Building Automation, as herein specified, shall be provided by the BAS Contractor unless specifically shown on the Electrical Drawings under Division 26 Electrical. All wiring shall comply with the requirements of applicable portions of Division 26 and all local and national electric codes, unless specified otherwise in this section.
- 2. All BAS wiring materials and installation methods shall comply with BAS manufacturer recommendations.
- 3. The sizing, type and provision of cable, conduit, cable trays, and raceways shall be the design responsibility of the BAS Contractor. If complications arise, however, due to the incorrect selection of cable, cable trays, raceways and/or conduit by the BAS Contractor, the Contractor shall be responsible for all costs incurred in replacing the selected components.
- 4. Class 2 Wiring
  - a. All Class 2 (24VAC or less) wiring shall be installed in conduit unless otherwise specified.
  - b. Conduit is not required for Class 2 wiring in concealed accessible locations. Class 2 wiring not installed in conduit shall be supported every 5' from the building structure utilizing metal hangers designed for this application. Wiring shall be installed parallel to the building structural lines. All wiring shall be installed in accordance with local code requirements.
- 5. Class 2 signal wiring and 24VAC power can be run in the same conduit. Power wiring 120VAC and greater cannot share the same conduit with Class 2 signal wiring.
- 6. Provide for complete grounding of all applicable signal and communications cables, panels and equipment so as to ensure system integrity of operation. Ground cabling and conduit at the panel terminations. Avoid grounding loops.

B. BAS Raceway

- 1. All wiring shall be installed in conduit or raceway except as noted elsewhere in this specification. Minimum control wiring conduit size 1/2".
- 2. Where it is not possible to conceal raceways in finished locations, surface raceway (wiremold) may be used as approved by the Architect.
- 3. All conduits and raceways shall be installed level, plumb, at right angles to the building lines and shall follow the contours of the surface to which they are attached.
- 4. Flexible Metal Conduit shall be used for vibration isolation and shall be limited to 3 feet

in length when terminating to vibrating equipment. Flexible Metal Conduit may be used within partition walls. Flexible Metal Conduit shall be UL listed.

C. Penetrations

1. Provide fire stopping for all penetrations used by dedicated BAS conduits and raceways.
2. All openings in fire proofed or fire stopped components shall be closed by using approved fire resistive sealant.
3. All wiring passing through penetrations, including walls shall be in conduit or enclosed raceway.
4. Penetrations of floor slabs shall be by core drilling. All penetrations shall be plumb, true, and square.

D. BAS Identification Standards

1. Node Identification. All nodes shall be identified by a permanent label fastened to the enclosure. Labels shall be suitable for the node location.
2. Cable types specified in Item A shall be color coded for easy identification and troubleshooting.

E. BAS Panel Installation

1. The BAS panels and cabinets shall be located as indicated at an elevation of not less than 2 feet from the bottom edge of the panel to the finished floor. Each cabinet shall be anchored per the manufacturer's recommendations.
2. The BAS contractor shall be responsible for coordinating panel locations with other trades and electrical and mechanical contractors.

F. Input Devices

1. All Input devices shall be installed per the manufacturer recommendation
2. Locate components of the BAS in accessible local control panels wherever possible.

G. HVAC Input Devices – General

1. All Input devices shall be installed per the manufacturer recommendation.
2. Locate components of the BAS in accessible local control panels wherever possible.
3. The mechanical contractor shall install all in-line devices such as temperature wells, pressure taps, airflow stations, etc.
4. Input Flow Measuring Devices shall be installed in strict compliance with ASME guidelines affecting non-standard approach conditions.
5. Outside Air Sensors
  - a. Sensors shall be mounted on the North wall to minimize solar radiant heat impact or located in a continuous intake flow adequate to monitor outside air conditions accurately.
  - b. Sensors shall be installed with a rain proof, perforated cover.

6. Water Differential Pressure Sensors
  - a. Differential pressure transmitters used for flow measurement shall be sized to the flow-sensing device.
  - b. Differential pressure transmitters shall be supplied with tee fittings and shut-off valves in the high and low sensing pick-up lines.
  - c. The transmitters shall be installed in an accessible location wherever possible.
7. Medium to High Differential Water Pressure Applications (Over 21" w.c.):
  - a. Air bleed units, bypass valves and compression fittings shall be provided.
8. Building Differential Air Pressure Applications (-1" to +1" w.c.):
  - a. Transmitters exterior sensing tip shall be installed with a shielded static air probe to reduce pressure fluctuations caused by wind.
  - b. The interior tip shall be inconspicuous and located as shown on the drawings.
9. Duct Temperature Sensors:
  - a. Duct mount sensors shall mount in an electrical box through a hole in the duct and be positioned so as to be easily accessible for repair or replacement.
  - b. The sensors shall be insertion type and constructed as a complete assembly including lock nut and mounting plate.
  - c. For ductwork greater in any dimension than 48 inches or where air temperature stratification exists such as a mixed air plenum, utilize an averaging sensor.
  - d. The sensor shall be mounted to suitable supports using factory approved element holders.
10. Space Sensors:
  - a. Shall be coordinated with Architectural plans and mounted per ADA requirements.
  - b. Provide lockable tamper-proof covers in public areas and/or where indicated on the plans.
  - c. Space air temperature sensors shall be provided in all Electrical, AV, IT, Data, Telecom (TR) and Server rooms. Sensors shall be provided with digital display of sensed temperature.
11. Low Temperature Limit Switches:
  - a. Install on the discharge side of the first water or steam coil in the air stream.
  - b. Mount element horizontally across duct in a serpentine pattern insuring each square foot of coil is protected by 1 foot of sensor.
  - c. For large duct areas where the sensing element does not provide full coverage of the air stream, provide additional switches as required to provide full protection of the air stream.
12. Air Differential Pressure Status Switches:

- a. Static pressure tips, tubing, fittings, and air filter.
- 13. Water Differential Pressure Status Switches:
  - a. with shut off valves for isolation.
- 14. Do not cover or conceal sensors with insulation.
- H. HVAC Output Devices
  - 1. All output devices shall be installed per the manufacturer's recommendation. The mechanical contractor shall install all in-line devices such as control valves, dampers, airflow stations, pressure wells, etc.
  - 2. Actuators: All control actuators shall be sized capable of closing against the maximum system shut-off pressure. The actuator shall modulate in a smooth fashion through the entire stroke. When any pneumatic actuator is sequenced with another device, pilot positioners shall be installed to allow for proper sequencing.
  - 3. Control Dampers: Shall be opposed blade for modulating control of airflow. Parallel blade dampers shall be installed for two position applications.
  - 4. Control Valves:
    - a. Shall be sized for proper flow control with equal percentage valve plugs. The maximum pressure drop for water applications shall be 5 PSI. The maximum pressure drop for steam applications shall be 7 PSI.
    - b. Install valves in piping with stems as vertical as possible but in no case less than forty-five (45) degrees from vertical. For soldered or welded connections, remove valve internals before installation.
    - c. Wire electric valves in accordance with NFPA 70 with not less than two (2) feet of flexible liquidtight connector with watertight bushings at the valve actuator and conduit termination. Brace conduit to the building structure to prevent movement and damage.
  - 5. Electronic Signal Isolation Transducers: Whenever an analog output signal from the Building Automation is to be connected to an external control system as an input or is to receive as an input a signal from a remote system, provide a signal isolation transducer. Signal isolation transducer shall provide ground plane isolation between systems. Signals shall provide optical isolation between systems.

#### 3.4 TEMPERATURE CONTROL

- A. The sequences on the drawings describe the general intent of the control systems. Provide all devices, equipment, and wiring as required to perform the sequences described.
- B. Unless otherwise noted, size all automatic control valves for maximum ten (10) feet water pressure drop at maximum design flow rate.
- C. See plans for locations of all room thermostats, humidistats, carbon dioxide sensors, ammonia sensors, panels, dampers, valves, and equipment; where such devices are not indicated, however

required by the sequences they shall be provided and located in the field by the Architect.

- D. Division 26 shall furnish all smoke detection devices as required by the International Building Code (IBC) and International Mechanical Code (IMC). The installation of detection devices and all control/power wiring for smoke detection devices and smoke dampers shall be provided under this section. Detection devices shall provide automatic shutdown of the HVAC systems in accordance with IMC.
- E. All pumps and fans shall be provided with a current sensor installed around the pump or fan. Sensors shall provide status for pump and fan operation.
- F. Adjustable freezestats shall be provided at all preheat and heating coils and shall de-energize their respective air handling system when their setting of thirty-five (35) degrees Fahrenheit is reached. Freezestats for water coils shall be installed in coil leaving air stream.
- G. All temperature, humidity, pressure, and time set points shall be fully adjustable from the BAS.
- H. Where used to control both comfort heating and cooling, zone thermostatic controls shall be capable of providing a temperature range or dead band of at least 5°F within which the supply of heating and cooling energy to the zone is shut off or reduced to a minimum. Variable air volume (VAV) terminal units shall be programmed to operate at the minimum airflow setting without addition of reheat when the zone temperature is within the set deadband.
- I. Provide all hardware, software, devices, equipment, and wiring as required to interface with the BAS.
- J. Refer to input/output summary schedule for additional control items not described in the sequences. Input/output summary are minimum requirements, provide all required points for complete operation of system.
- K. All variable frequency drives for fan speed control shall be soft started at minimum speed and increased to operating speed by the BAS.

### 3.5 SEQUENCE OF OPERATION

#### A. GENERAL

- 1. Power - Fail Restart:
  - a) In the event of a power failure the FMS computer will analyze the status of all controlled equipment and compare it with normal occupancy scheduling. The equipment will then be started or stopped as necessary to prevent all equipment from coming on at the same time.
- 2. CCMS Monitoring:
  - a) Refer to the attached Input/Output schedule for a listing of all monitoring and override points and for additional software features.
- 3. Optimal Start:
  - a) All scheduled HVAC equipment will be started based on an optimal start feature that will calculate the approximate time the unit will have to be

- started prior to scheduled start time in order for the space temperature to be at set point at scheduled occupancy.
  - b) Once space temperatures reach occupied set point O.A. dampers will be modulated open. Whenever the unit goes in the unoccupied mode the O.A. damper will be closed.
- 4. Night High Limit and Night Low Limit:
  - a) During unoccupied periods scheduled HVAC equipment will be energized whenever space temperature drops below a night low limit set point of 65 degrees (adjustable) or a night high limit of 85 degrees(adj).
- 5. Smoke dampers and smoke detectors:
  - a) Units 15,000 CFM or greater will be provided with both supply and return air smoke detectors (provided and wired by div 26 – installed by div 23) as well as both supply and return air smoke dampers. When the unit is to be started the supply and return air smoke dampers will be driven open. The supply fan will be started once the AHU supply and return air dampers reach 100% open as indicated by damper end switches. When the unit is stopped the smoke dampers will not be allowed to close until the supply fan has been allowed to coast down to a complete stop.

B. RTAH-1 & RTAH-2 [VARIABLE AIR VOLUME UNITS]

- 1. Start/Stop:
  - a) The unit will be started and stopped based on a time of day schedule from the CCMS.
  - b) When the unit goes into the occupied mode and is to be started, the outdoor air damper will be driven to its minimum CFM position, as sensed by outdoor air CFM measuring device provided by Controls Contractor. The outdoor air damper will remain closed during night low limit and morning warm up.
- 2. Safeties:
  - a) Duct smoke detector will shut the supply fan off whenever products of combustion are sensed. The smoke detector will be provided and wired back to fire alarm system by division 26 and interlocked with the fan starter under division 23.
  - b) A temperature low limit switch will shut down the fan whenever mixed air temperatures drop below 38 degrees.
  - c) A static pressure high limit switch will shut down the air handler whenever static pressure in the discharge of the air handler exceeds 5" W.G.
- 3. Temperature Control:
  - a) Discharge air temperature shall be controlled at 55 degrees F. (adjustable) by modulating the CHW valve as necessary to maintain set point.
  - b) Discharge Temperature Reset Schedule: Discharge air reset schedule shall be adjustable

| Outside Air Temp | Discharge Air Temp |
|------------------|--------------------|
| 55°F             | 55°F               |
| 45°F             | 65°F               |

4. Preheat Coil Discharge Air Control:
  - a) Preheat coil discharge air temperature shall be controlled based on the above discharge air temperature schedule by modulating the preheat control valve as required to maintain set point.
5. Filter:
  - a) Provide Analog differential pressure sensor for filter monitoring.

END OF SECTION 230900

## SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. Provide all labor, materials, equipment, and supervision to construct complete and operable electrical systems as indicated on the drawings and specified herein.
- B. All materials and equipment used shall be new, undamaged, and free from any defects.

#### 1.2 ELECTRICAL DRAWINGS

- A. Electrical contract drawings are diagrammatic and indicate the general arrangement of electrical equipment. Do not scale electrical plans.
- B. Coordinate installation of electrical equipment with the mechanical equipment and access thereto.
- C. Discrepancies shown on different drawings, between drawings and specifications or between documents and field conditions shall be installed to provide the better quality or greater quantity of work; or, comply with the more stringent requirement; either or both in accordance with the A/E's interpretation.

#### 1.3 EXISTING SERVICES AND FACILITIES

- A. Damage to Existing Services: Existing services and facilities damaged by the Contractor through negligence or through use of faulty materials or workmanship shall be promptly repaired, replaced, or otherwise restored to previous conditions by the Contractor without additional cost to the Owner.
- B. Interruption of Services: Interruptions of services necessary for connection to or modification of existing systems or facilities shall occur only at prearranged times approved by the Owner. Interruptions shall only occur after the provision of all temporary work and the availability of adequate labor and materials will assure that the duration of the interruption will not exceed the time agreed upon.
- C. Removed Materials: Existing materials made unnecessary by the new installation shall be stored on site. They shall remain the property of the Owner and shall be stored at a location and in a manner as directed by the Owner. If classified by the Owner's authorized representative as unsuitable for further use, the material shall become the property of the Contractor and shall be removed from the site at no additional cost to the owner.

### PART 2 - PRODUCTS

#### 2.1 FIRESTOPPING:

- A. A firestop system shall be used to seal penetrations of electrical conduits and cables through fire-rated partitions per NEC 300.21, and NEC 800.26. The firestop system shall be qualified by formal performance testing in accordance with ASTM E-814, or UL 1479.
- B. The firestop system shall consist of a fire-rated caulk type substance and a high temperature fiber insulation. It shall be permanently flexible, waterproof, non-toxic, smoke and gas tight and have a high adhesion to all solids so damming is not required. Only metal conduit shall be used in conjunction with this system to penetrate fire rated partitions. Install in strict compliance with manufacturer's recommendations. 3M or approved equal.
- C. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- D. Comply with BICSI TDMM, "Firestopping Systems" Article.

### PART 3 - EXECUTION

#### 3.1 PRODUCT INSTALLATION, GENERAL

- A. Except where more stringent requirements are indicated, comply with the product manufacturer's installation instructions and recommendations, including handling, anchorage, assembly, connections, cleaning and testing, charging, lubrication, startup, test operation and shutdown of operating equipment. Consult with manufacturer's technical experts, for specific instructions on unique product conditions and unforeseen problems.
- B. Protection and Identification: Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identifications; adequately packaged or protected to prevent deterioration during shipment, storage, and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior storage.
- C. Clean all equipment, inside and out, upon completion of the work. Scratched or marred surfaces shall be touched-up with touch-up paint furnished by the equipment manufacturer.
- D. Replace all equipment and materials that become damaged.

#### 3.2 ELECTRICAL WORK:

- A. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished in this manner for the required work, the following requirements are mandatory:
  - 1. Electricians must use full protective equipment (i.e., certified and tested insulating material to cover exposed energized electrical components, certified and tested insulated tools, etc.) while working on energized systems in accordance with NFPA 70E.
  - 2. Electricians must wear personal protective equipment while working on energized systems in accordance with NFPA 70E.

3. Before initiating any work, a job specific work plan must be developed by the contractor with a peer review conducted and documented by the Contractor. The work plan must include procedures to be used on and near the live electrical equipment, barriers to be installed, safety equipment to be used and exit pathways.
4. Work on energized circuits or equipment cannot begin until prior written approval is obtained from the Owner/ Architect.

## LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes the requirements for the following:
  1. Wire and cable for 600 volts and less.
  2. Wiring connectors and connections.

### PART 2 - PRODUCTS

#### 2.1 WIRING REQUIREMENTS

- A. Exposed Dry Interior Locations: Use only THHN, THHW, or XHHW in raceway.
- B. Metal Clad (MC) cable shall not be used unless prior approval has been granted by the architect and engineer.

#### 2.2 BUILDING WIRE

- A. Conductor: Copper.
- B. Insulation Voltage Rating: 600 volts.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- B. Motor connections shall be made with compression connectors forming a bolted in-line or stub-type connection.
- C. All splices made underground or in the pipe basement shall be rated suitable for water

immersion.

## GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Grounding and bonding components.
- B. Provide all components necessary to complete the grounding system(s).

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS

- A. Bonding Jumper Braid: Copper braided tape, sized for application.
- B. Electrical Grounding conductors: Unless otherwise indicated, provide bare or green insulated stranded copper electrical grounding conductors sized according to NEC or as shown or specified. Provide green insulated for conductors sized No. 10 AWG and smaller.

### PART 3 - EXECUTION

#### 3.3 SECONDARY EQUIPMENT AND CIRCUITS

- A. Branch Circuits: Install equipment grounding conductors with all feeders and power branch circuits, sized in accordance with Article 250 of NFPA 70.
- B. Metallic Conduit: Metallic conduits which terminate without mechanical connection to an electrical equipment housing by means of locknut and bushings or adapters, shall be provided with grounding bushings. Connect bushings with a bare grounding conductor to the equipment ground bus.

## HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL (NOT USED)

### PART 2 - PRODUCTS.

#### 2.1 MATERIALS

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire

in conduit.

- B. Supports: Fabricated of structural steel or formed steel members; galvanized, *or PVC*
- C. Anchors and Fasteners:
  - 1. Do not use powder-actuated anchors.
  - 2. Concrete Structural Elements: Use precast inserts, expansion anchors, or preset inserts.
  - 3. Steel Structural Elements: Use beam clamps, steel spring clips, steel ramset fasteners, or welded fasteners.
  - 4. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
  - 5. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts or hollow wall fasteners.
  - 6. Solid Masonry Walls: Use expansion anchors or preset inserts.
  - 7. Sheet Metal: Use sheet metal screws.
  - 8. Wood Elements: Use wood screws.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- B. In wet and damp locations use steel channel supports to stand cabinets, disconnects and panelboards 1 inch (25 mm) off wall.
- C. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

### RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL (NOT USED)

#### PART 2 - PRODUCTS

##### 2.1 CONDUIT REQUIREMENTS

- A. Conduit Size: Comply with NFPA 70.
  - 1. Minimum Size: 3/4 inch
- B. Wet and Damp Locations:
  - 1. Interior: RMC, IMC, or LTFMC

##### 2.2 METAL CONDUIT

- A. Rigid Steel Galvanized Conduit (RMC): ANSI C80.1.
- B. Intermediate Metal Conduit (IMC): ANSI C80.6.
- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.
  - 1. Standard threaded couplings, locknuts, bushings, and elbows: Only steel or malleable iron materials are acceptable. Integral retractable type IMC couplings are also acceptable.
  - 2. Die-cast or pressure-cast zinc-alloy fittings or fittings made of "pot metal" are prohibited.
  - 3. Bushings: Metallic insulating type, consisting of an insulating insert molded or locked into the metallic body of the fitting. Bushings made entirely of metal or nonmetallic material are not permitted.
  - 4. Sealing fittings: Threaded cast iron type. Use continuous drain type sealing fittings to prevent passage of water vapor. In concealed work, install fittings in flush steel boxes with blank cover plates having the same finishes as that of other electrical plates in the room.

## 2.3 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LTFMC) Description: Interlocked steel construction with PVC jacket. Liquid-tight flexible metal conduit: Shall Conform to UL 360.
- B. Fittings: UL 514B and ANSI/ NEMA FB1.
  - 1. Only steel or malleable iron materials are acceptable.
  - 2. Die-cast or pressure-cast zinc-alloy fittings or fittings made of "pot metal" are prohibited.
  - 3. Fittings must incorporate a threaded grounding cone, a steel or plastic compression ring, and a gland for tightening. Connectors shall have insulated throats.
  - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.

## PART 3 - EXECUTION

### 3.1 CONDUIT INSTALLATION

- A. Waterproofing: At floor, exterior wall, and roof conduit penetrations, completely seal clearances around the conduit and make watertight.
- B. For power conduits install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch (50 mm) size.
- C. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control, and expansion joints.

## IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL (NOT USED)

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on white background unless noted otherwise.
- B. Locations:
  - 1. Each electrical distribution and control equipment enclosure.
- C. Letter Size:
  - 1. Use ¼-inch (6 mm) letters for identifying grouped equipment and loads.
- D. Labels: Embossed adhesive tape, with 3/16 inch (5 mm) white letters on black background. Use only for identification of individual wall switches, receptacles, and control device stations. Labels shall identify the panel and circuit number (Ex: PANEL: CIRCUIT).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

3.2 INSTALLATION

- A. Install nameplates and labels parallel to equipment lines.
- B. Secure nameplates to equipment front using corrosion resistant screws.
- C. Provide the following insulation coloring of conductors (480v) -
  - 1. Phase A – Brown.
  - 2. Phase B – Orange.
  - 3. Phase C – Yellow.
  - 4. Neutral – Gray.
  - 5. Ground – Green.
- D. Provide name plates on all disconnect switches.
- E. Provide updated, typed panel directories where new circuits originate.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 NOT USED.

## PART 2 - PRODUCTS

2.1 MANUFACTURERS: Subject to compliance with requirements, provide products by, but not limited to, one of the following:

- A. Eaton Electrical/Cutler-Hammer
- B. GE Industrial
- C. Square D

## 2.2 CIRCUIT BREAKERS

- A. Product Description: Enclosed, molded-case circuit breaker conforming to NEMA AB 1.
- B. For all circuit breakers 200 amps and smaller: Provide Molded Case Thermal Magnetic Trip type Circuit Breakers.
- C. Enclosure: NEMA AB 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel.
  - 1. Exterior Locations: Type 3R.

## PART 3 - EXECUTION

### 3.1 LABELING

- A. Provide nameplates (White with Black letters) on all switch enclosures wherein new circuits are modified or installed. Indicate the following information:
  - 1. Equipment Switch Serves.
  - 2. Branch Circuit.
  - 3. Voltage, phase, wire, short circuit current rating
  - 4. Date installed

## FIRE ALARM DUCT TYPE SMOKE DETECTORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes modifications to existing fire alarm control panels, automatic smoke detectors, and power and signal wire and cable. Existing system is Simplex/Grinnell.

#### 1.2 REFERENCES

- A. National Fire Protection Association:
  - 1. NFPA 70 - National Electrical Code.
  - 2. NFPA 72 - National Fire Alarm Code.
  - 3. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and

Cables for Use in Air-Handling Spaces.

1.3 SYSTEM DESCRIPTION

- A. General: Provide modifications to existing fire alarm system with initiating devices and control devices as indicated on the drawings and as specified herein.
- B. Software: Provide all modifications required to incorporate changes as defined in contract documents.
  - 1. Provide any available software updates as required to bring system software up-to-date.
- C. Provide additional circuit cards, power supplies, and other miscellaneous equipment, and components as required to support additional devices indicated in contract documents.
- D. Wiring/Signal Transmission:
  - 1. Transmission shall be hard-wired, dedicated to fire alarm service only.
- E. Power Requirements: Update battery calculations based on added devices.

PART 2 - PRODUCTS

2.1 EXISTING COMPONENTS

- A. Existing system must remain active at all times during construction. Contractor shall field verify routing of any homeruns through construction area. Ensure that all components outside of construction area remain active at all times.
- B. On-Premises Supervising Station: Include as part of this work all modifications necessary to existing supervising station to accommodate new fire alarm work.
- C. Remove unused existing components and materials from site and dispose of properly.

2.2 HVAC:

- A. Duct Smoke Detectors: Close dampers indicated; shut down air handlers indicated.

PART 3 – EXECUTION

3.1 TESTING

- A. Provide testing of fire alarm system in accordance with NFPA 72 and local AHJ (USC Fire Marshal) requirements. Test as much of the existing system as required by USC Fire Marshal.

END OF SECTION 260500