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PROJECT NUMBER: H59-N385-PD

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

AGENCY: SCC - Spartanburg Community College

PROJECT NAME: SCC - Giles Campus Horticulture Pavilion Renovation

PROJECT NUMBER: H59-N385-PD **CONSTRUCTION COST RANGE:** $380,000 **to** $410,000

PROJECT LOCATION: 151 Community College Drive, Spartanburg SC 29303

DESCRIPTION OF PROJECT/SERVICES: *(450 character limit)*

Enclose existing open air pavilion with storefront windows, roll-up doors, and two exits. Space will be conditioned with a package heat pump unit and ducted supply/returns. New electrical service and LED luminaires will be installed.

BID/SUBMITTAL DUE DATE: 07/07/2026 **TIME:** 02:00 PM **NUMBER OF COPIES:** 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: David Barber

EMAIL: barberd@sccsc.edu **TELEPHONE:** (864) 592-4960

DOCUMENTS OBTAINED FROM: https://www.sccsc.edu/about/vendors/construction-solicitations/

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.
PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

DOCUMENT DEPOSIT AMOUNT: $0.00 **IS DEPOSIT REFUNDABLE:** ○ **Yes** ○ **No** ● **N/A**

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

Agency **WILL NOT** accept Bids sent via email.

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

A/E NAME: Facility Strategies Group, LLC **A/E CONTACT:** Matt Pesce

EMAIL: mpesce@fstrategies.com **TELEPHONE:** (803) 370-4335

PRE-BID CONFERENCE: ● **Yes** ○ **No** **MANDATORY ATTENDANCE:** ○ **Yes** ● **No**

PRE-BID DATE: 06/18/2026 **TIME:** 10:00 AM

PRE-BID PLACE: Giles Campus- Horticulture Pavilion. 151 Community College Drive Spartanburg SC 29303

BID OPENING PLACE: Giles Campus- Room 106 Ledbetter Building 103 Community College Drive Spartanburg SC 29303

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Sheri Johnson|Bid Enclosed

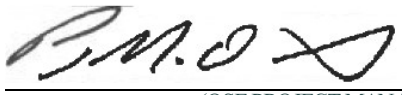
Room 240 Ledbetter Building, 103 Community College Drive. Spartanburg SC 29303

MAIL SERVICE:

Attn: Sheri Johnson|Bid Enclosed

Spartanburg Community College, 131 Community College Drive. Spartanburg SC 29303

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? ○ **Yes** ● **No**

APPROVED BY:  **DATE:** 06/05/2026

(OSE PROJECT MANAGER)

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

Instructions to Bidders

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

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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)
SCC- Giles Campus Horticulture Pavilion Renovation
H59-N385-PD
151 Community College Drive, Spartanburg, SC 29303

THE OWNER:
(Name, legal status, address, and other information)
Spartanburg Community College
131 Community College Drive
Spartanburg, SC 29303

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)
Facility Strategies Group, LLC
1012 Market St, Suite 307
Fort Mill, SC 29708

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents 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;
- **.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; and
- **.7** the Bidder understands that it may be required to accept payment by electronic funds transfer (EFT).

§ 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.

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

.1 The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

.1 those prices;
.2 the intention to submit a Bid; or
.3 the methods or factors used to calculate the prices offered.

.2 The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

.3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

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

.1 Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.2.2 of this certification; or

.2 Has been authorized, in writing, to act as agent for the Bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.2.2 of this certification [As used in this subdivision, the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];

.3 As an authorized agent, does certify that the principals referenced in Section 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and

.4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

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

§ 2.2.5 Drug Free Workplace Certification

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

§ 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

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

.1 Bidder and/or any of its Principals-

.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

.2 Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.2.6.1.1.2 of this provision.

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

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

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

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

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

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

§ 2.2.7 Ethics Certificate

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

§ 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

§ 2.2.9 Open Trade Representation

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

§ 3.1.3 Reserved

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

§ 3.3 Substitutions

§ 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.

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

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

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

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

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

§ 4.2 Bid Security

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

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

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

.1 be issued by a surety company licensed to do business in South Carolina;

.2 be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty", which company shows a financial strength rating of at least five (5) times the contract price.

.3 be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

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

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

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

§ 5.2 Rejection of Bids

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

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

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

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

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Responsibility

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

§ 6.2 Reserved

§ 6.3 Submittals

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.4 Posting of Intent To Award

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

Room or Area of Posting: Room 240
Building Where Posted: LedBetter Building
Address of Building: 103 Community College Drive, Spartanburg, SC 29303
WEB site address (if applicable): https://www.sccsc.edu/about/vendors/construction-solicitations/
Posting date will be announced at Bid Opening. In addition to posting the Notice, the Owner will promptly send all responsive Bidders a copy of the Notice of Intent to Award and the final bid tabulation

§ 6.5 Protest of Solicitation or Award

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

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

.1 by email to protest-ose@mmo.sc.gov,

.2 by facsimile at 803-737-0639, or

.3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

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ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 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 Drawings

Number	Title	Date

.5 Specifications

Section	Title	Date	Pages

Init.

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.6 Addenda:

Number	Date	Pages

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

☐ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

☐ The Sustainability Plan:

☐ Supplementary and other Conditions of the Contract:

.8 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

§ 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).

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§ 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 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 Reserved

§ 9.6 Other Special Conditions Of The Work

None

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Bid Bond must be in the form of the AIA Document A310.

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: Spartanburg Community College

(Agency's Name)

FOR: PROJECT NAME: SCC- Giles Campus Horticulture Pavilion Renovation

PROJECT NUMBER: H59-N385-PD

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 Agency 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 in the amount and form required by the Bidding Documents.

§ 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 Agency.

§ 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)*****:** Enclose existing open air pavilion with storefront windows, roll-up doors, and two exits. Space will be conditioned with a packaged heat pump unit and ducted supply/returns. New LED luminaires will be installed.

$ _____, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330
LUMP SUM BID FORM

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

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

ALTERNATE # 1 *(Brief Description)*: Furring out and adding sheeting to block wall in classroom. Adjust fixtures to accommodate new wall thickness.

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID: $** _____

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

ALTERNATE # 2 *(Brief Description)*: _____

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID: $** _____

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

ALTERNATE # 3 *(Brief Description)*: _____

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID: $** _____

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

§ 6.3 UNIT PRICES:

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

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.			$	$
2.			$	$
3.			$	$
4.			$	$
5.			$	$
6.			$	$

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 page BF-2A)

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

(A) **LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION per SCLLR** *(Completed by Agency)*	**(B)** **NAME of SUBCONTRACTOR and/or PRIME CONTRACTOR** *(Completed by Bidder)*	**(C)** **SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER** *(Completed by Bidder)*
BASE BID		
AC		
EL		
GG		
ALTERNATE #1		
EL		
PB		
ALTERNATE #2		
ALTERNATE #3		

SE-330
LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

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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 Agency upon the Agency'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 Agency. 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 Agency shall retain as Liquidated Damages the amount of $**250.00** for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.

b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.

c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

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LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

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

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

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

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

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

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

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

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

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

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

Spartanburg Community College
131 Community College Drive
Spartanburg, SC 29303

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)

SCC- Giles Campus Horticulture Pavilion Renovation
H59-N385-PD
151 Community College Drive, Spartanburg, SC 29303

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

Facility Strategies Group, LLC
1012 Market St, Suite 307
Fort Mill, SC 29708

The Owner and Contractor agree as follows.

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

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

Init.
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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.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

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

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

§ 5.2 Final Payment

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Name: Ethan Burroughs

Title: Vice President of Economic and Operations Development

Address: 131 Community College Dr, Spartanburg, SC, 29303

Telephone: 864-592-4614

Email: burroughse@sccsc.edu

§ 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: David Barber

Title: Project Manager

Address: 131 Community College Dr, Spartanburg, SC, 29303

Telephone: 864-592-4960

Email: barberd@sccsc.edu

§ 8.3 The Contractor's representative:

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

Name:

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Title:

Address:

Telephone:

Email:

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

Name:

Title:

Address:

Telephone:

Email:

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

§ 8.5 The Architect's representative:

Name: Matt Pesce, PE

Title: Principal

Address: 1012 Market St, Suite 307, Fort Mill, SC 29708

Telephone: 803-370-4335

Email: mpesce@fstrategies.com

§ 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.

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.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

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

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

☐ AIA Document 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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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

Insurance and Bonds

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

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

SCC- Giles Campus Horticulture Pavilion Renovation
H59-N385-PD
151 Community College Drive, Spartanburg, SC 29303

THE OWNER:
(Name, legal status and address)

Spartanburg Community College
131 Community College Drive
Spartanburg, SC 29303

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)

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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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A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

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ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

§ A.2.3 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

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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.

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§ 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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Causes of Loss	Sub-Limit

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

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

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

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

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

§ A.3.4 Contractor's Other Insurance Coverage

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

§ A.3.4.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ **§ A.3.4.2.1 Reserved**

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

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

☐ **§ 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

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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	100% of Contract Price
Performance Bond	100% of Contract Price

§ 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:

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General Conditions of the Contract for Construction

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

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

General Conditions of the Contract for Construction

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

SCC- Giles Campus Horticulture Pavilion Renovation
H59-N385-PD
151 Community College Drive, Spartanburg, SC 29303

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

Spartanburg Community College
131 Community College Drive
Spartanburg, SC 29303

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)

Facility Strategies Group, LLC
1012 Market St, Suite 307
Fort Mill, SC 29708

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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

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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

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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.

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§ 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

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

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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§ 3.4 Labor and Materials

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

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

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

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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§ 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 its shop drawings and submit the drawings and hydraulic calculations to the Architect's fire protection engineer (FPE) for review and approval.

.2 The FPE will review, approve, and submit to the Office of State Fire Marshal (OSFM) the fire sprinkler shop drawings and FPE's certification indicating the shop drawings and hydraulic calculations have been reviewed and approved prior to OSFM review.

.3 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

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

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

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

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

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

.1 If the Contractor requests the substitution, the Contractor is responsible for all costs associated with the substitution.

.2 If the Owner requests the substitution, the Owner is responsible for any resulting increased costs to the Contractor.

§ 5.3 Subcontractual Relations

§ 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

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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

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

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

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

§ 6.1.4 Reserved

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 If a change in the Work provides for an adjustment to the Contract Sum, the amount of such adjustment must be computed and documented in writing. In order to facilitate evaluation of proposals or claims for increases and decreases to the Contract Sum, all proposals or claims, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized. Where major cost items are subcontracts, they shall be itemized also. The amount of the adjustment must approximate the actual cost to the 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, not to exceed seventeen (17%) percent of the Contractor's actual costs.
- **.2** For the Contractor, for Work performed by the Contractor's Subcontractors, not to exceed 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, not to exceed 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 Additional Work performed after the declaration of Substantial Completion must be approved by OSE, if the Change Order exceeds the Owner's Construction Change Order Certification.

§ 7.2 Change Orders

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

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

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

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

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

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

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum if properly itemized and substantiating data is not available to permit evaluation;

.2 Unit prices specified in the Contract Documents or subsequently agreed upon, subject to adjustment if any, as provided in Section 9.1.2;

.3 Cost and a percentage fee, calculated as described in Sections 7.1.4 and 7.1.5;

.4 in another manner as the parties may agree; or

.5 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Pricing Data and Audit

§ 7.5.1 Cost or Pricing Data

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

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

§ 7.5.3 Records Retention

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

.1 is not caused by the fault or negligence of the Contractor or a subcontractor at any tier, and

.2 is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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

.1 the description of Work (listing labor and material separately);

.2 the total value of the Work;

.3 the percent and value of the Work completed to date;

.4 the percent and value of previous amounts billed; and

.5 the current percent completed, and amount billed.

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

.1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

.2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

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

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

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

.1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

.2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,

.3 a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,

.4 consent of surety, if any, to final payment,

.5 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,

.6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner,

.7 required Training Manuals,

.8 equipment Operations and Maintenance Manuals,

.9 any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, and

10. one copy of the Documents required by Section 3.11.

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

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

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.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

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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

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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

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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.

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.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

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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.

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§ 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 Reserved

§ 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)

§ 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.

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§ 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:

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.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;

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.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.

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.2 For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule and days the Contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.

.3 The Contractor shall submit monthly with their pay application all Claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

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

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

§ 15.1.7 Claims for Listed Damages

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

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

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

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

§ 15.1.8 Waiver of Claims Against the Architect

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

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§ 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

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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

None

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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: Spartanburg Community College

Address: 131 Community College Drive

Spartanburg, SC 29303

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: SCC- Giles Campus Horticulture Pavilion Renovation

State Project Number: H59-N385-PD

Brief Description of Awarded Work: Enclose existing open air pavilion with storefront windows, roll-up doors, and two exits. Space will be conditioned with a packaged heat pump unit and ducted supply/returns. New LED luminaires will be installed.

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

Name: Facility Strategies Group

Address: 1012 Market St, Ste 307

Fort Mill, SC 29708

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_____ **BOND NUMBER** _____
(shall be no earlier than Date of Contract)

CONTRACTOR	**SURETY**
By: _____ **(Seal)**	**By:** _____ **(Seal)**
Print Name: _____	**Print Name:** _____
Print Title: _____	**Print Title:** _____ *(Attach Power of Attorney)*
Witness: _____	**Witness:** _____

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

SE-355
PERFORMANCE BOND

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

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

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

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

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

3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

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

4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

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

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

5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:

5.1 Surety in accordance with the terms of the Contract; or

5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

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

6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.

6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.

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

7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and

7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

11. Definitions

11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor si entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357
LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full 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: Spartanburg Community College

Address: 131 Community College Drive

Spartanburg, SC 29303

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: SCC- Giles Campus Horticulture Pavilion Renovation

State Project Number: H59-N385-PD

Brief Description of Awarded Work: Enclose existing open air pavilion with storefront windows, roll-up doors, and two exits. Space will be conditioned with a packaged heat pump unit and ducted supply/returns. New LED luminaires will be installed

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

Name: Facility Strategies Group

Address: 1012 Market St, Ste 307

Fort Mill, SC 29708

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

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

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

CONTRACTOR	**SURETY**
By: _____ **(Seal)**	**By:** _____ **(Seal)**
Print Name: _____	**Print Name:** _____
Print Title: _____	**Print Title:** _____ *(Attach Power of Attorney)*
Witness: _____	**Witness:** _____

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

SE-357
LABOR & MATERIAL PAYMENT BOND

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Agency, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.

4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.

4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of o ne year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

5.2 Pay or arrange for payment of any undisputed amounts.

5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. **DEFINITIONS**

13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.

13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO CONSTRUCTION CONTRACT

AGENCY: Spartanburg Community College

PROJECT NAME: SCC- Giles Campus Horticulture Pavilion Renovation

PROJECT NUMBER: H59-N385-PD

CONTRACTOR: _____ **CONTRACT DATE:** _____

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

ADJUSTMENTS IN THE CONTRACT SUM:

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

ADJUSTMENTS IN THE CONTRACT TIME:

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

CONTRACTOR ACCEPTANCE:

BY: _____ **Date:** _____
(Signature of Representative)

Print Name: _____

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: _____ **Date:** _____
(Signature of Representative)

Print Name: _____

AGENCY ACCEPTANCE AND CERTIFICATION:

BY: _____ **Date:** _____
(Signature of Representative)

Print Name: _____

Change is within Agency Construction Contract Change Order Certification of: **$** _____ **Yes** ☐ **No** ☐

Office of the State Engineer Authorization for change exceeding Agency Construction Contract Change Order Certification:

AUTHORIZED BY: _____ **DATE:** _____
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE

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

SE-380, Page 2 **CHANGE ORDER REQUEST NO.:**_____

CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD

AGENCY: Spartanburg Community College

PROJECT NAME: SCC- Giles Campus Horticulture Pavilion Renovation

PROJECT NUMBER: H59-N385-PD

CONTRACTOR: _____

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

ADJUSTMENTS IN THE CONTRACT TIME: Requested Change in Days for this Change Order:_____Days

			(1) Contractor	(2) Subcontractor	(3) TOTAL
Direct Costs (Provide back-up, including hourly rates, invoices, manhours, etc.)	**1.**	Labor			
	2.	Materials (including Sales Tax)			
	3.	Rental Charges			
	4.	Subtotal Direct Costs (sum lines 1 – 3)	**$ 0.00**	**$ 0.00**	**$ 0.00**
Contractor Markup (per AIA A201, Section 7.1.5)	**5.**	Contractor OH&P (not to exceed 17% of line 4, col 1)			
	6.	Subcontractor's OH&P (not to exceed 17% of line 4, col 2)			
	7.	Contractor markup on Subcontractor (not to exceed 10% of line 4, col 2)			
	8.	Total Contractor Markup (sum lines 5 – 7)	**$ 0.00**	**$ 0.00**	**$ 0.00**
Additional Bonding, Insurance and Permit Costs Associated with Change Order	**9.**	Bonds			
	10.	Insurance			
	11.	Permits, Licenses or Fees			
	12.	Subtotal (sum lines 9 – 11)	**$ 0.00**	**$ 0.00**	**$ 0.00**
TOTAL	**13.**	Change Order Cost (sum lines 4, 8, 12, col 3)			**$ 0.00**

ADJUSTMENTS IN THE CONTRACT SUM: Amount of this Change Order Request: **$**_____

CONTRACTOR ACCEPTANCE:

BY:_____ **Date:**_____
(Signature of Representative)

Print Name of Representative:_____

A/E RECOMMENDATION FOR ACCEPTANCE:

BY:_____ **Date:**_____
(Signature of Representative)

Print Name of Representative:_____

AGENCY ACCEPTANCE:

BY:_____ **Date:**_____
(Signature of Representative)

Print Name of Representative:_____

Instruction to Contractor: Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.

SECTION 01 10 00 - SUMMARY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

A. Spartanburg Community College (Owner) is pursuing a project to convert the Horticulture Gardens Pavilion into an enclosed classroom space. The project includes enclosing the Pavilion in storefront windows, installing three (3) manual overhead doors, adding new lights, and installing a packaged heat pump to condition the newly enclosed space.

B. The successful bidder will provide a total base bid price for each of the items listed on the Bid Form. In addition, bidder shall provide add/deduct unit pricing and bid alternate pricing as indicated on the Bid Form.

1.2 GENERAL REQUIREMENTS

A. All work shall be in accordance with all applicable Local and State Codes.

B. If during the course of work, the Contractor discovers a problem that interferes with the installation relative to the plans and specifications, or codes, the contractor shall immediately bring the problem to the attention of Owner for resolution prior to the execution of the work.

C. Contractor shall perform all necessary planning and permitting to ensure a seamless and code compliant integration of system components into the existing system.

D. Contractor shall provide factory startup of the packaged heat pump, thereby ensuring proper setup of demand control ventilation, and economizers.

E. Prior to factory startup, Contractor shall perform a prefunctional checkout of all equipment to ensure installation per manufacturer’s recommendations. Any additional site visits by the factory representative due to incomplete installation will be coordinated and paid for by the Contractor.

F. Provide all cutting and patching for installation of work and repair any damage done to Owner’s property.

G. All inspection certificates shall be issued by the local inspection authorities before work will be approved for final payment.

H. Install all products and equipment in accordance with the manufacturers' written instructions and recommendations.

I. Only licensed contractors & tradesmen shall offer, perform, and permit all work in accordance with applicable state and local requirements.

J. Contractor shall notify Owner immediately if hazardous conditions are discovered during work.

K. Do not close or obstruct building egress path. Do not disable or disrupt building fire or life safety systems.

L. Do not use on-site restroom facilities. The Contractor shall provide their own restroom facilities. Location of any temporary/portable bathroom facilities must be approved by Owner.

M. If Contractor finds something that needs to be repaired prior to the start of the Work, Contractor must immediately notify Owner. Contractors are responsible for providing hourly rates for different trades as part of bid along with material mark-up percentage. Contractor will provide change orders with the number of hours to fix the issue and materials required for approval by Owner prior to proceeding with the work. If contractor cannot complete repairs Owner will repair and notify Contractor when repairs are complete.

N. Contractor and/or factory representative must coordinate with the Owner and provide a minimum of one-half (1/2) day of training (total) for the following equipment:

   a. Packed Heat Pump

   b. If training cannot be completed in one (1) day, contractor shall provide additional training, as needed to accommodate the systems described above.

1.3 PROJECT SCHEDULE

A. Contractor shall coordinate the project schedule with Owner.

B. Onsite storage location of stored material must be approved by Owner. All materials shall be securely stored at the end of each workday.

C. Any off-site stored material shall be stored in an insured and heated storage facility. Contractor shall provide pictures and proof of insurance to Owner prior to payment, if Owner approves.

D. The Owner shall not be responsible for any theft or damage of stored materials.

E. Owner at no time will be responsible for any materials, tools or equipment that are left on job site.

1.4 SUBMITTALS

A. Project Strategy and Implementation Plan.

B. Project Schedule with Workdays.

C. Manufacturer cut sheets for all products and equipment to be installed

D. Contractor shall submit permitting documentation to Owner for review prior to final permitting.

E. The Installer must provide equipment installation and maintenance manuals; warranties; and where applicable, acceptance test reports with measured parameters.

F. Any other submittals required by each individual specification in this package

1.5 DELIVERABLES

A. Equipment functional start-up and test reports.

B. Contractor shall provide a system manual to the Owner. The system manual should include manufacturer's specifications, Operation and Maintenance Manual(s), serial numbers, warranty policies, etc. as well as information for who to call if a problem arises with the system.

C. Controls guide including login information, general guidelines for system use, troubleshooting, and replacement part numbers and vendor contact information, if applicable.

D. Red-lines/As-builts showing where construction of systems differed from project drawings.

1.6 WASTE MANAGEMENT AND DISPOSAL

A. Contractor shall follow waste disposal requirements for specific equipment and materials per individual specifications for all work performed.

B. At the close of each workday and upon project completion, the contractor shall remove and properly dispose of all waste and debris from the installation site.

C. Contractor will be responsible for providing a waste container for debris / trash removal. No use of Owner waste containers is permitted.

D. All construction debris shall be recycled, to the extent feasible. At a minimum, all cardboard, plastics (#1-7), aluminum, glass, mixed paper products, ferrous metals, nonferrous metals, and wood.

1.7 WARRANTY

A. A minimum 1-year warranty after Owner has declared substantial completion on all work performed by contractor.

B. All warranties on equipment and materials per specifications sections.

C. Warranty shall include both parts and labor.

1.8 DEMOLITION

A. Demolition of existing equipment is the responsibility of contractor replacing the equipment. (Follow Selective Demolition Specification 02 41 19)

1.9 CLEANING

A. Remove dirt and debris tracked into the unit/building at the end of each day.

B. All construction debris shall be removed and properly disposed of at the end of each day and recycled to the greatest extent possible.

1. Any interior surfaces damaged during the installation shall be touch up painted, patched, and repaired as required. Paint shall be applied to match the existing surface color and texture.

2. After each day, completion of the job, and before final acceptance, the contractor shall cleanup work areas to satisfactory conditions.

PART 2 – PRODUCTS – not used

PART 3 – EXECUTION

3.1 GENERAL

A. All equipment shall be installed in a manner consistent with industry standards, manufacturer's installation guidance, and best practices.

B. All installed components must be UL listed and installed in a manner consistent with that listing.

C. All components must be installed by a licensed installer.

D. Scope of work shall include all HVAC, electrical, and communications wiring, equipment and accessories for a complete, functional installation.

E. Any damage caused to Owner property as a result of contractor's actions shall be returned to existing condition or better.

F. The Installer shall provide full documentation on all system components installed so that Owner representatives can commission the system to ensure proper operation. Documentation shall be presented in a binder containing the cut sheets, model and serial numbers, warranty information, and O & M Manuals for each type of product installed.

G. Contractor shall maintain/update binder as project progresses. Locate at a central location accessible to Owner and Owner's commissioning agent during regular business hours.

H. Work shall not be performed on nights and weekends without prior permission granted from owner.

I. No Construction Office or lay down area will be available on-site

J. A site visit prior to bidding is highly recommended.

END OF SECTION

SECTION 01 20 00 PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRE-CONSTRUCTION CONFERENCE

A. The Owner or Architect/Engineer will schedule conference at Project site prior to Contractor mobilization.

B. Attendance: Architect/Engineer, Owner, Consultants, Contractor, and major subcontractors.

C. The purpose of the conference is to establish the working relationships between the Owner, the Architect/Engineer and the Contractor during the construction of the project. Areas of responsibility, operational procedures, payment processing, and scheduling will be covered in detail.

1.2 PROGRESS MEETINGS

A. A&E firm shall conduct monthly OAC meetings and bi-monthly site visits and discuss work progress, problems or deficiencies noted during inspection visits, overdue reports, construction schedule, etc.

B. Contractor shall make physical arrangements for meetings.

C. Attendance: Job superintendent, Project Manager, major subcontractors and suppliers when specifically requested; Architect/Engineer and Owner as appropriate to agenda topics for each meeting.

D. Suggested Agenda: Review of Work progress, payment requests, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the Work.

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 -GENERAL

1.1 SUMMARY

A. This section includes administrative and procedural requirements for shop drawings, product data, samples, certificates, and transcripts of submittals required for performance of the work.

1.2 ADMINISTRATIVE

A. This section specifies general requirements and procedures for contractor's submissions of shop drawings, product data, samples, and mock-ups to Owner/ Owner's Representative for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
B. Documents are reviewed by the Owner and Engineer for design intent only. Approval does not reduce Interior Contractor/Vendor's responsibility for verification of operator requirements, equipment, site conditions, dimensions, quantities, construction methods, details or code and regulatory requirements.
C. Do not proceed with work until relevant submissions are reviewed by the Owner and Engineer.
D. Present shop drawings, product data, samples and mock-ups in units matching construction documents.
E. Contractor must notify Engineer of discrepancies between actual site conditions and/or dimensions and the information provided in construction documents.
F. Review submittals prior to submission to Owner/Engineer. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated, and identified as to specific project will be returned without being examined and shall be considered rejected.
G. Notify Owner/Engineer, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
H. Verify field measurements and affected adjacent Work are coordinated.
I. Contractor's responsibility for errors and omissions in submission is not relieved by Owner/Engineer's review of submittals.
J. Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner/Engineer's review of submission unless Owner/Engineer gives written acceptance of specific deviations.
K. Make any changes in submissions which Owner/Engineer may require consistent with Contract Documents and resubmit as directed by Owner/ Engineer. When resubmitting, notify Owner/Engineer in writing of revisions other than those requested.

PART 2 -GENERAL REQUIREMENTS

2.1 SUBMITTALS

A. The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

B. Coordinate each submission with requirements of work and Contract Documents. Individual submissions will not be reviewed until all related information is available.

C. Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

D. Allow ten (10) working days for Owner/Owner's Representative review of each submission.

E. Identify all shop drawings, seaming diagrams and other drawings with name of Project, description of materials, equipment, classified item numbers and installation locations. Reference drawing sheet numbers and/or specification item numbers and room numbers as shown on Contract Documents wherever possible. Shop drawing sheet size shall be no smaller than 8-1/2" x 11" (210 x 297 mm, A4)

G. Adjustments made on shop drawings by Owner/ Engineer are not intended to change contract price. If adjustments affect value of Work, state such in writing to Owner/Engineer immediately after receipt of approval of shop drawings. If value of work is to change a change order must be issued prior to proceeding with work.

H. Structural Attachments:

a. Make changes in shop drawings as Owner's Engineer may require, consistent with Contract Documents. When resubmitting, notify Owner's Representative in writing of revisions other than those requested.

I. Accompany submissions with transmittal letter, containing:

a. Date, Project title and number, Contractor's name and address, Identification and quantity of each shop drawing, product data and sample, Other pertinent data,

J. Submissions shall include: Date and revision dates, Project title and number, Name and address of: Subcontractor, Supplier, Manufacturer.

a. Contractor's stamp, signed by Contractor's authorized Representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.

b. Details of appropriate portions of Work as applicable: Fabrication, Layout, showing

dimensions, including identified field dimensions, and clearances, Setting or erection details, Capacities, Performance characteristics, Standards, Operating weight, Wiring diagrams, Single line and schematic diagrams, Relationship to adjacent work.

K. Submit 3 electronic copies in scaled PDF format of shop drawings for each requirement requested in specification Sections and as Owner/Owner's Representative may reasonably request.

2.2 PRODUCT DATA

A. Submit electronic copy in PDF format of product data sheets or brochures for requirements requested in Specification Sections and as requested by Owner/Engineer.

B. Delete information not applicable to project.

C. Supplement standard information to provide details applicable to project.

D. Cross-reference product data information to applicable portions of Contract Documents.

E. If upon review by Owner's Representative, no errors or omissions are discovered or if only minor corrections are made, copies will be returned, and fabrication and installation of work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of work may proceed.

PART 3 -EXECUTION

3.1 Engineer/Owner's Action

A. Except for submittals for record, information or similar purposes, where action and return are required or requested, the Engineer /Owner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility as indicated in Agreement Form.

B. Approval by the Engineer/Owner does not relieve Contractor of responsibility to comply with Contractor requirements.

END OF SECTION

SECTION 01 63 00 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Furnish and install products specified under options and conditions for substitutions stated in this section of Specifications.

1.2 SUBSTITUTIONS

A. For products specified by naming one or more products or manufacturers and stating "or equal", or "or approved equal", or other such wording on Drawings or within Specifications Sections, submit a request for substitutions for any product or manufacturer which is not specifically named.

B. Substitution requests must be received and approved prior to submitting bid. After bids are submitted, substitution requests will be considered only if specified product or system has gone out of production subsequent to bidding, or specified product or system has been deemed illegal or dangerous by governing agencies having jurisdiction over this project.

C. It is the intent of the Owner and Owner's Representative to have this project constructed with materials, products and systems originally designed and specified into project. This opportunity to request substitutions is for the convenience of bidders or contractors to submit bids for materials, products and systems which may be more familiar to them or having a lesser cost.

D. Submit separate request for each substitution. Support each request with an explanation for the request. Provide information as follows:

1. Fill out the Substitution Request Form and answer all questions.
2. Provide complete data substantiating compliance of proposed substitutions with requirements stated in Contract Documents. Use additional sheets as required to provide all necessary information:

    a. Product identification, including manufacturer's name and address.
    b. Manufacturer's literature; identify:

        1) Product description.
        2) Exact model and option of substituted product.
        3) Reference standards.
        4) Performance and test data.

c. Samples, as applicable.
d. Name, address, and date of similar projects on which product has been used, and date of each installation, as well as servicing agency and installer.

3. Itemized comparison of the proposed substitution with products specified, listing significant variations.

4. Data relating to changes in the construction schedule.

5. Any effect of substitution on separate contracts.

6. Any effect of substitution on in-place construction, or other materials and systems to be installed.

7. Accurate cost data comparing proposed substitution with product specified.

8. Designation of availability of maintenance services and sources of replacement materials.

E. Substitutions will not be considered for acceptance when:
1. Products sections expressly indicate that substitutions are not allowed.

2. They are indicated or implied on shop drawings or product data submittals without formal request.

3. Acceptance may require revision of Contract Documents.

F. Substitute products shall not be ordered or installed without written acceptance and authorization of Owner and Owner's Representative.

G. Only the Owner and his representatives will determine the acceptability of proposed substitutions.

1.3 REPRESENTATIONS

A. In making a legitimate, authorized formal request for substitution, represent that:

1. A thorough investigation has transpired concerning the proposed product, and it has been determined that it is equal to or superior in all respects to that specified.

2. The same warranties or bonds, and guarantees will be provided as for that specified.

3. Installation of the accepted substitution will be coordinated into the work; and such changes to in-place work, ordered materials and products, or other work to be in progress prior to installation of the requested substitutions, will be performed without any additional cost to Owner.

1.4 DUTIES

A. Requests for substitutions must be expeditiously forwarded for consideration prior to submitting bid. Substitution Requests must be received at least 1 week prior to bid submission deadline in order to be considered.

B. Notification of decisions concerning acceptance or rejection will be in writing, and are final without need for clarification.

END OF SECTION

SUBSTITUTION REQUEST FORM

Failure to complete this form with information required will nullify any request for substitution.

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION PARAGRAPH SPECIFIED ITEM

_____ _____ _____

Proposed Substitution:

_____

Attach complete technical data, including laboratory test, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?

   Yes _____ No_____. If yes, clearly indicate changes.

   _____

   _____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

   _____

C. What affect does substitution have on other trades?

   _____

   _____

D. What affect does substitution have on applicable code requirements?

_____

E. What affect does substitution have on construction schedule?

_____

F. Differences between proposed substitution and specified item?

_____

_____

G. Manufacturer's guarantees of the proposed and specified items are:

_____Same_____Different (explain on attachment)

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified time.

Submitted By:

_____

Signature Title

_____Date _____

Firm

_____

Address

_____

Telephone

Remarks:

_____

_____

_____

FOR USE BY DESIGN ENGINEER

_____ Accepted _____Accepted as Noted

_____ Not Accepted _____Received Too Late

_____ Approved as alternate - See Bid Form

(Design Engineer)

By (print) _____ (sign) _____

Date _____

Remarks _____

Signature must be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

SECTION 01 70 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT PROCEDURES

A. When Contractor considers Work has reached final completion at each individual site, notify Owner and Architect/Engineer to perform inspections as required. Give notice of at least (2) weeks in advance of the time final inspection is to be performed.

B. The Architect/Engineer and Owner will be accompanied on inspections by the Contractor as necessary, as well as any subcontractors that the Architect/Engineer may request to be present.

C. The Owner will accept the project and will file for the Notice of Completion provided the work has been completed in accordance with the Contract Documents and no further measures are required and upon receipt of Certificate of Occupancy if required.

D. If the work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the Architect/Engineer will prepare a punch list, supplemental to the punch list prepared by the Contractor, of work to be corrected and the Owner will conditionally accept the Project and will file for the Notice of Completion based upon the Contractor's assurance that the corrective measures will be completed within the shortest practicable time period.

E. The Owner will not accept the Project or file for the Notice of Completion if the work has not been substantially completed in accordance with the Contract Documents, and several or many corrective measures are required. A punch list will be prepared, based on the information gathered from the final inspections, and the Contractor will be required to complete the work and then call for another final inspection.

F. Contractor shall submit his request for the final and acceptance payment upon acceptance of the Project by the Owner. Payment will be made per Owners standard payment procedures.

G. In addition to submittals required by the conditions of the Contract, provide submittals required by local or state jurisdictions as necessary.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise Owner of pending insurance changeover requirements.

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases as required.

5. Prepare and submit operation and maintenance manuals and other project record documents as required.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Complete startup testing of systems, as required.

8. Submit test/adjust/balance records, as required.

9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

11. Complete final cleaning requirements, including touchup painting.

12. Complete Owner’s Training, as required.

13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion to Owner. On receipt of request, Owner and/or Owner’s Representative and Construction Manager will either proceed with inspections or notify Contractor of unfulfilled requirements. Owner or Owner’s Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner’s Representative that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous

inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection to determine the date of Final Completion, complete the following:

1. Submit a final Application for Payment
2. Submit certified copy of Owner's and Architect/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect/Engineer. The list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

1.4 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

1.5 PROJECT RECORD DOCUMENTS

A. Prepare project record documents as required.

B. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and a signature of Contractor.

1.6 OPERATION AND MAINTENANCE DATA

A. Refer to individual sections for operation and maintenance manuals to be submitted.

B. Submit two sets prior to time of final inspection specified in 1.5 of this section, bound in 8- 1/2 x 11 inch (216 x 279 mm) three-ring side binders with durable plastic covers.

C. Provide a separate volume for each system, with a table of contents and index tabs for each volume.

1. Part 1: Directory, listing names, addresses, and telephone numbers of: Architect/Engineer and Contractor.

2. Part 2: Operation and maintenance instructions, arranged by Specification division or system. For each Specification division or system, give names, addresses, and telephone numbers of subcontractors and suppliers. List:

    a. Appropriate design criteria.
    b. List of equipment.
    c. Parts list
    d. Operating instructions.
    e. Maintenance instructions, equipment.
    f. Maintenance instructions, finishes.
    g. Shop Drawings and Product Data.
    h. Warranties.

1.7 SYSTEMS DEMONSTRATION / TRAINING

A. Prior to final inspection, demonstrate operation of each system to Architect/Engineer and Owner, as necessary.

B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

C. Contractor and/or factory representative must coordinate with the Owner and provide a minimum of one-half (1/2) day of training (total) for the following equipment:

    a. Packaged Heat Pump

1.8 WARRANTIES

A. Assemble warranty documents provided by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover. Provide all warranty documents in electronic .pdf form.

B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond Notice of Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION

SECTION 01 73 10 Cutting and Patching

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.02 SUMMARY

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

1. Divisions 2 through 26 Sections include specific requirements and limitations applicable to cutting and patching individual parts of the Work.
2. Requirements in this Section include mechanical and electrical installations. Refer to Divisions 03 through 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.05 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements, including vapor barriers, membranes, flashings, wiring, piping, or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.06 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 – PRODUCTS

2.01 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Existing Services: Where existing services are required to be removed, relocated, or abandoned; bypass such services before cutting to avoid interruption of services to occupied areas.

3.03 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

END OF SECTION

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.
2. Welded-wire reinforcement.

B. Related Requirements:

1. Section 03 30 00 "Cast in Place Concrete" for reinforcing related to equipment pads.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Bar supports.
3. Mechanical splice couplers.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1. Reinforcement To Be Welded: Welding procedure specification in accordance with AWS D1.4/D1.4M.

B. Material Test Reports: For the following, from a qualified testing agency:

1. Steel Reinforcement:

a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.

2. Mechanical splice couplers.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance

with AWS D1.4/D 1.4M.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage and to avoid damaging coatings on steel reinforcement.

1. Store reinforcement to avoid contact with earth.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

B. Low-Alloy Steel Reinforcing Bars: ASTM A706/A706M, deformed.

C. Headed-Steel Reinforcing Bars: ASTM A970/A970M.

D. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.

1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.

C. Mechanical Splice Couplers: ACI 318 Type 1, same material of reinforcing bar being spliced; tension-compression type.

D. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars nor weld any element to reinforcing bars without permission.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: ACI Class B lap splices as indicated on Drawings and in accordance with ACI 318, unless otherwise indicated.

1. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.
2. Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on Drawings.

G. Install welded-wire reinforcement in longest practicable lengths.

1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."

a. For reinforcement less than W4.0 or D4.0, continuous support spacing to not exceed 12 inches.

2. Lap edges and ends of adjoining sheets at least one wire spacing plus 2 inches for plain wire and 8 inches for deformed wire.
3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
4. Lace overlaps with wire.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement.
2. Continue reinforcement across construction joints unless otherwise indicated.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117, except where more stringent tolerances are indicated.

END OF SECTION

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement
7. Aggregates.
8. Admixtures:

a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

9. Vapor retarders.
10. Curing materials.
11. Joint fillers.
12. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Intended placement method.
11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

a. Location of construction joints is subject to approval of the Owner/Owners Representative.

1.4 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M.
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C595/C595M.
5. Silica Fume: ASTM C1240 amorphous silica.
6. Performance-Based Hydraulic Cement: ASTM C1157/C1157M.

C. Normal-Weight Aggregates: ASTM C33/C33M, coarse aggregate, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Where required for concrete exposure, comply with one of the following:

a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Lightweight Aggregate: ASTM C330/C330M.

E. Air-Entraining Admixture: ASTM C260/C260M.

F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
7. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C494/C494M, Type C.
8. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially

formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

G. Water and Water Used to Make Ice: ASTM C94/C94M, potable or complying with ASTM C1602/C1602M, including all limits listed in Table 2 and the requirements of paragraph 5.4

2.3 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F: Black.
b. Ambient Temperature between 50 deg F and 85 deg F: Any color.
c. Ambient Temperature Above 85 deg F: White.

D. Curing Paper: 8-feet-wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.

E. Water: Potable or complying with ASTM C1602/C1602M.

F. Clear, Waterborne, Membrane-Forming, Curing Compound: ASTM C309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

2.4 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.

C. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for

application temperature and of grade and class to suit requirements, and as follows:

1. Types I and II, non-load bearing and Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.5 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, and concrete with a w/cm below 0.50.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures for each class of concrete on the basis of laboratory trial mixtures or field test data, or both, according to ACI 301. Design mixtures must meet the following specified strength requirements:

Member	Exposure Classes	Minimum f'c (psi)	NW/LW	Nominal Maximum Aggregate Size	Maximum w/cm	Air Content (%) (Note 5)	Miscellaneous Requirements
Footings	-	4000 at 56 days	Normal-weight	1 1/2"	-	-	-
Column pedestals	-	4000 at 56 days	Normal-weight	1"	-	-	-
Interior walls	-	4000 at 28 days	Normal-weight	1"	-	-	-
Exterior walls and site walls	F2 W1 C1	4500 at 28 days	Normal-weight	3/4"	0.45	6.0	Note 6
Interior slabs-on-ground	-	3000 at 28 days	Normal-weight	1"	-	-	-
Exterior slabs-on-ground	F2 W1 C1	4500 at 28 days	Normal-weight	1"	0.45	6.0	Note 6
Equipment pads, interior	-	3000 at 28 days	Normal-weight	1 1/2"	-	-	-
Equipment pads, exterior	F2 W1 C1	3500 at 28 days	Normal-weight	1 1/2"	0.45	5.5	Note 6
Interior stairs-on-ground	-	3000 at 28 days	Normal-weight	1"	-	-	-
Exterior stairs-on-ground	F2 W1 C1	4500 at 28 days	Normal-weight	1"	0.45	6.0	Note 6
Floor slabs-on-deck, interior	-	4000 at 28 days	Lightweight	3/4"	-	-	Note 4
Floor slabs-on-deck, exterior	F2 W1 C1	4500 at 28 days	Lightweight	3/4"	-	6.0	Notes 4 and 6
Cast-in-place concrete fill on steel stair pans	-	3000 at 28 days	Normal-weight	1/2"	-	-	-

1. All concrete to be exposure class F0, S0, W0, and C0 according to ACI 318 unless noted otherwise in above table or elsewhere in structural drawings.
2. Concrete proportioning and requirements must comply with ACI 318-19 Tables 19.3.2.1, 19.3.3.1, and 26.4.2.2(b), in addition to the notations in the above table. The stricter requirements govern. Refer to Table 19.3.2.1 for w/cm and water-soluble chloride ion limits, Table 19.3.3.1 for target air content, and Table 26.4.2.2(b) for cementitious material limits.
3. For members assigned to Exposure Class W1 or W2, submit evidence

that the aggregates of the concrete mixture are not alkali-silica reactive (or measures to mitigate alkali-silica reactivity have been established) and aggregates are not alkali-carbonate reactive.

4. Structural Lightweight Concrete Calculated Equilibrium Unit Weight: 115 lb/cu. ft., plus or minus 3 lb/cu. ft. as determined by ASTM C567.

5. Tolerance on air content as delivered must be plus or minus 1.5 percent.

6. For exposure class C1, limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent for non-prestressed concrete and 0.06 for post-tensioned concrete, by weight of cement.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.3 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Owner/Owner's Representative.
2. Place joints perpendicular to main reinforcement.

    a. Continue reinforcement across construction joints unless otherwise indicated.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth (1/4) of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Where indicated, or where sawed joints cannot be installed, form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2 inch or more

than 1 inch below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.

3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Owner/Owner's Representative in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket as withheld. This water withheld must be documented on the delivery ticket.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

   a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
   b. Remove projections larger than 1 inch.
   c. Tie holes do not require patching.
   d. Surface Tolerance: ACI 117 Class D.
   e. Apply to concrete surfaces not exposed to public view.

2. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.

   a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
   b. Remove projections larger than 1/4 inch.
   c. Patch tie holes.
   d. Surface Tolerance: ACI 117 Class B.
   e. Locations: Apply to concrete surfaces within occupied spaces such as mechanical or utility spaces or not exposed to view above grade or to be covered with a coating or covering material applied directly to concrete.

3. ACI 301 Surface Finish SF-3.0:

   a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.

b. Remove projections larger than 1/8 inch.
c. Patch tie holes.
d. Surface Tolerance: ACI 117 Class A.
e. Locations: Apply to concrete surfaces exposed to public view or to receive a rubbed finish.

B. Rubbed Finish: Apply the following to as cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:

a. Perform no later than one day after form removal.
b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.

3.6 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish:

1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch in one direction.
3. Apply scratch finish to surfaces to receive mortar setting beds for bonded cementitious floor finishes.

C. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
3. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

D. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:

    a. Slabs on Ground:

        1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the surface does not exceed 3/16 inch. This standard is to be applied where F-number system cannot be used due to limitations on slab width or obstructions.
        2) Specified overall values of flatness, F_F 25; and of levelness, F_L 20; with minimum local values of flatness, F_F 17; and of levelness, F_L 15.

    b. Suspended Slabs:

        1) Specified overall values of flatness, F_F 25; with minimum local values of flatness, F_F 17.

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Owner/Owner's Representative

before application.

3.7 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 4 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Prior to pouring concrete, place and secure anchorage devices.

    a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Cast anchor-bolt insert into bases.
    c. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.8 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. If forms remain during curing period, moist cure after loosening forms.
3. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:

a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
b. Continuous Sprinkling: Maintain concrete surface continuously wet.
c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.

1) Recoat areas subject to heavy rainfall within three hours after initial application.
2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:

a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches.
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.

b) Continuous water-fog spray.

b. Floors to Receive Curing Compound:

1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Maintain continuity of coating, and repair damage during curing period.
4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

3.9 TOLERANCES

A. Conform to ACI 117.

3.10 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least two month(s).
2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.11 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Owner/Owner's Representative.
2. Remove and replace concrete that cannot be repaired and patched to Owner's/Owner's Representative's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

a. Limit cut depth to 3/4 inch.
b. Make edges of cuts perpendicular to concrete surface.
c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
d. Fill and compact with patching mortar before bonding agent has dried.
e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
b. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Owner/Owner's Representative.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

a. Correct low and high areas.
b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls,

popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.

    a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
    b. Feather edges to match adjacent floor elevations.

6. Correct other low areas scheduled to remain exposed with repair topping.

    a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
    b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.

    a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
    b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
    c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
    d. Place, compact, and finish to blend with adjacent finished concrete.
    e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.

    a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.

b. Dampen cleaned concrete surfaces and apply bonding agent.
c. Place patching mortar before bonding agent has dried.
d. Compact patching mortar and finish to match adjacent concrete.
e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.12 FIELD QUALITY CONTROL

A. Special Inspections: Owner/Owner’s representative will perform field inspections and prepare testing and inspection reports.

B. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.

C. Concrete Tests: Owner/Owner’s Representative reserves the right to collect and test composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:

1. Slump: ASTM C143/C143M:

a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.

2. Slump Flow: ASTM C1611/C1611M:

a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete; ASTM C173/C173M volumetric method, for structural lightweight concrete.

a. One test for each composite sample, but not less than one test

for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C1064/C1064M:

   a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.

5. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.

   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

6. Compression Test Specimens: ASTM C31/C31M:

   a. Cast and laboratory cure five 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
   b. For mixes with a 56-day strength standard, cast and laboratory cure two additional cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C39/C39M.

   a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.
   b. For mixes with a 56-day strength standard, additionally test one set of two laboratory-cured specimens at 56 days. Retain one cylinder for each pour for additional testing as required.
   c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner/Owner's Representative but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests:

    a. Testing and inspecting agency to make additional tests of

concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner/Owner's Representative.

b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Owner/Owner's Representative.

1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.6.6.3.

11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

D. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 72 hours of completion of floor finishing and promptly report test results to Owner/Owner's Representative.

3.13 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION 033000

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Penetrations in fire-resistance-rated walls.
2. Penetrations in horizontal assemblies.
3. Penetrations in smoke barriers or smoke resistive construction at non-rated walls.

B. Related Requirements:

1. Section 078443 "Joint Firestopping" for joints in or between fire-resistance-rated construction, at exterior storefront/floor intersections, and in smoke barriers.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Installer Certificates: From installer indicating penetration firestopping systems have been installed in compliance with the requirements and manufacturer’s written recommendations.

C. Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.

1.6 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A firm experienced in installing penetration firestopping systems similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its firestopping system products to construction manager or installer does not in itself confer qualifications.

B. Fire Test Response Characteristics: Penetration firestopping systems corresponds to those indicated by reference to designations listed by UL in its <Fire Resistance Directory.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.9 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 PENETRATION FIRESTOPPING SYSTEMS

A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. Fire Resistance rated walls include fire walls, fire barrier walls and fire partitions.

2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.

C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. Horizontal Assemblies include floors and floor-ceiling assemblies.

2. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.

D. Penetrations in Smoke Resistant Construction: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.

1. Smoke Resistant Construction includes walls around storage rooms which do not require fire rating but should be constructed to deny the passage of smoke.

E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.

F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

1. Permanent forming/damming/backing materials.
2. Substrate primers.
3. Collars.
4. Steel sleeves.

2.2 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the following and meet the requirements of the referenced UL Details:

1. Hilti, Inc.
2. Tremco, Inc., Tremco Fire Protection Systems Group
3. 3M Fire Protection Products

2.3 FILL MATERIALS

A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.

C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.

E. Intumescent Putties: Non-hardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.

F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.

H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, non-shrinking foam.

J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

2.4 MIXING

A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Prime substrates, where recommended in writing, by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent penetration firestopping from contracting adjoining surfaces that will remain exposed on completion of the work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove stains. Remove tape as soon as possible without disturbing fire-resistive joint systems9 seal with substrates.

3.3 INSTALLATION

A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.

B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.

C. Install fill materials by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.

B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.5 CLEANING AND PROTECTION

A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

3.6 PENETRATION FIRESTOPPING SYSTEM SCHEDULE

A. Refer to drawings for firestopping systems required.

END OF SECTION

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants
2. Urethane joint sealants

B. Related Requirements:

1. Section 03 30 00 “Cast in Place Concrete”

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.4 INFORMATIONAL SUBMITTALS

A. Preconstruction Compatibility and Adhesion Test Reports – from sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants.

1.5 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 degrees F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Joint sealants and sealant primers inside the weather-proofing system shall comply with the requirements of VOC limits as indicated below:

1. Architectural sealants shall have a VOC content of 250 g/L or less.
2. Sealant primers of non-porous substrates shall have a VOC content of 250 g/L or less.
3. Sealant primers for porous substrates shall have a VOC content of 750 g/L or less.

C. Colors of Exposed Joint Sealants: As selected by Owner/Owner’s Representative from manufacturer's full range.

D. Products: Subject to compliance with requirements, provide products as manufactured by one of the following:

1. Tremco, Incorporated
2. BASF Building Systems
3. Dow Corning Corporation
4. GE Advanced
5. Pecora Corporation
6. Dayton Superior Specialty Chemical
7. EMSEAL Joint Systems Limited

2.2 SILICONE JOINT SEALANTS

A. Silicone, M, P, 100/50, T, NT: Multicomponent, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and non-traffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade P, Class 100/50, Uses T and NT.

1. Basis of Design Product: Tremco Incorporated Spectrum 4TS

2.3 PREFORMED JOINT SEALANTS

A. Preformed Silicone Joint Sealants: Manufacturer's standard sealant consisting of pre-cured low modulus silicone extrusion in sizes to fit joint widths indicated, combined with a neutral curing silicone sealant for sealing extrusions to substrates to maintain air and water tightness between systems.

1. Basis of Design Product: Tremco Incorporated, ETA Pro-Glaze System
2. Preformed Silicone shall include preformed corners.

2.4 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Non-porous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint

substrates.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.
    c. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
4. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:

    a. Isolation and contraction joints in cast-in-place concrete slabs.
    b. Tile control and expansion joints.
    c. Joints between different materials listed above.

2. Joint Sealant: Silicone, Dow or Pecora
3. Joint-Sealant Color: As selected by Owner/Owner’s Representative from manufacturer's full range of colors.

END OF SECTION 07 92 00

SECTION 20 00 10 General Mechanical Requirements

PART 1 – GENERAL

1.01 RELATED SECTIONS:

A. Drawings, general provisions of the Contract, including General and Supplementary Conditions, and Division-1 Specification Sections and Division 22, 23, and 26 Specification Sections, apply to work of this Section.

B. This section applies to Division 21, 22 and 23 Specification Sections.

1.02 DESCRIPTION OF WORK:

A. This Section includes general administrative and procedural requirements for mechanical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 1 and form a part of and shall govern all work performed under these specifications

B. The Contract Documents depict the scheduled equipment and components as a basis of design. Should the Contractor submit and receive approval for equipment that is acceptable by specification, but differs from that of the basis of design, the Contractor shall be responsible for coordination of that equipment with all other trades. Costs incurred to provide increased service to or from said piece of equipment or system shall be borne by the Contractor supplying the equipment or system at no additional cost to the Owner.

C. Work includes the installation of all necessary equipment, piping and components for complete and operable systems.

D. This project includes the following systems:

1. New ground-level packaged heat pump.
2. HVAC Ductwork and grilles, registers, and diffusers.
3. Testing and Balancing.
4. Electrical upgrades in accordance with equipment being replaced.

1.03 DEFINITIONS AND TERMS:

A. The word “Owner” shall be defined as the party mentioned in the prime contract agreement, or any representative of their party authorized to act in their behalf in the

execution of the work.

B. The word “Contractor” shall be defined as the person, firm or corporation entering into a contract with the owner to construct and complete the work as specified herein.

C. The word “furnish” shall be defined as to furnish and deliver to project site, ready for unloading, unpacking, assembly, installation and similar subsequent requirements.

D. The word “install” shall be defined as operations at the project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar requirements.

E. The word “provide” shall be defined as to furnish and install complete, ready for intended use as defined above.

F. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

G. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

H. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

I. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings, in chases, in enclosures, in trenches or in crawl spaces.

J. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.04 SUBMITTALS:

A. General: Each contractor shall submit shop drawings for ductwork, conduit and wiring routing, and curb location and structural support. Contractor shall provide submittals

including product data, performance, fill rates, and other pertinent information as applicable to the project scope of work and as specified here within or in respective specifications sections.

B. Approval of shop drawings does not relieve the contractor of the responsibility for ordering proper quantities, lengths as dictated by site conditions, and miscellaneous appurtenances required for operation and/or installation of the respective material or equipment nor from the responsibility of complying with all elements of the Contract Documents.

C. Provide specific information with each submittal as stated in the respective specification sections.

D. The following General Information is required with each submittal as applicable.

1. Full manufacturer's model name and number of each item
2. Equipment performance, physical size by dimension, and construction data.
3. Finishes: Provide two (2) color samples for equipment requiring color/finish selection.
4. Location of connection points for external piping, ductwork, and electrical connections.
5. Routing and sizing of all piping, ductwork, and electrical wiring and conduit.
6. Rough-in/foundation and support point dimensions.
7. Complete wiring diagrams and connection identifications.
8. Contractor's stamp, signature and date shall be affixed to submittal drawing indicating his review and approval.
9. Conduit and wiring routing and fill rate.
10. Curb location and structural support.

E. Corrections or comments made on the shop drawings during review do not relieve the Contractor from compliance with requirements of the drawings and specifications. Shop drawing checking by the Engineer is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for:

1. Confirming and correlating all quantities and dimensions.
2. Selecting fabrication processes and techniques of construction.
3. Coordinating his work with that of all other trades.
4. Performing his work in a safe and satisfactory manner.

F. Shop drawings shall be processed electronically using PDF format with maximum 10MB file size. Transmit to Owner and Owner's Representative. Each submission shall include a cover page identifying the "Pavilion Renovation", contact information of contractor responsible and the associated specification number for the product submitted.

1.05 SUBSTITUTIONS:

A. See Division 1, Substitutions.

B. Requests for substitutions after award of contract shall be considered only in case of product unavailability. Product unavailability shall be verified in writing by manufacturer.

C. Submit separate request for each substitution in the event of non-availability of item.

D. Substantiate compliance of proposed substitution with requirements stated in Contract documents.

E. Indicate changes in construction schedule.

F. Indicate any effect of substitution on other Work in this and other Divisions, and any other related contracts, and changes required in other work or products.

G. Contractor shall be responsible for any extra cost for all changes resulting from proposed substitutions which affect work of other Sections or Divisions, or related contracts.

H. Substitutions will not be considered for acceptance when acceptance will require revision of Contract Documents, unless Contractor bears cost of redesign.
Where any redesign of electrical, mechanical or other work is required due to substitution, arrangement or equipment layout other than herein specified or shown:

1. Arrange for required redesign by Engineer.
2. Pay all costs for such redesign.
3. Contractor shall perform such redesign.
4. Produce detailed plans at no extra cost to Owner.
5. All subject to Engineer's approval.

I. Engineer will have sole discretion to determine acceptability of proposed substitutions and reserves the right to reject any such substitution. Substitute products shall not be ordered or installed without prior written approval/acceptance by Engineer.

J. Approval of substitutions shall not relieve Contractor from full compliance with requirements of Contract documents.

1.06 PERMITS AND INSPECTIONS:

A. The Contractor shall obtain and furnish all necessary permits and inspection certificates for all material and labor furnished by them.

B. Permits and certificates shall be obtained from the proper inspection authorities. The cost of permits, certificates and all fees required in connection with the installation shall be borne by the Contractor, unless otherwise noted in the detailed contractual description preceding these Mechanical Specifications.

C. Where applications are required for the procuring of utility services to the building, this Contractor shall see that such application is properly filed with the utility and that all information required for such an application is presented to the extent and in the form required by the utility company.

D. Inspections:

1. Obtain inspections during the Work as required to allow timely progress of mechanical work and the work of other trades.

2. Obtain certificates of final inspection approval from authorities having jurisdiction and submit to Engineer as a condition of acceptance of the Work.

1.07 DRAWINGS:

A. The drawings and the specifications are cooperative and supplementary. It is the intent of said drawings and specifications to cover mechanical requirements in their entirety as closely as possible. The Contractor shall check the drawings and specifications for any obvious errors or omissions and bring any such condition to the attention of the Engineer.

B. The Contractor shall always have a complete set of drawings on the site. Prior to installing any of the work, they shall check the drawings for exact dimensions and see that their work does not interfere with clearance required for beams, foundations,

finished columns, pilasters, partitions, piping, ductwork, etc., as shown on the drawings and details.

C. After work is installed and it develops that interferences occur which have not been called to the Engineer's attention before the installation, the Contractor shall, at their own expense, make such changes in their work as directed by the Engineer.

D. The contract drawings for mechanical work are diagrammatic in nature and intended to convey the scope of work and indicate general arrangement of equipment, piping, ductwork, and approximate sizes and locations of equipment and materials. Because of the scale of the drawings, certain basic items may not be shown, but where such items are required by other Sections of these specifications or where they are required by the nature of the work, they shall be furnished and installed.

E. Where job conditions require reasonable changes in indicated locations and arrangement, the Contractor shall make such changes as directed by the Engineer, without additional cost to the Owner.

G. Rough-in dimensions and locations shall be verified with the supplier of all equipment furnished by other trades or by the Owner prior to the time of roughing-in.

H. The Contractor shall locate all equipment which must be serviced, operated, and maintained in fully accessible positions. Minor deviations from the contract drawings may be made to allow for better accessibility, but changes of magnitude, or which involve extra cost, shall not be made without approval.

I. Ample space shall be allowed for removal of all parts that may require replacement or service in the future.

1.08 RECORD DOCUMENTS:

A. Prepare record documents in accordance with the requirements in Division 1. In addition to the requirements specified in Division 1, indicate the following installed conditions:

1. Mains and branches of duct systems, with volume dampers and control devices located and numbered, and other items requiring maintenance.

2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.

3. Approved substitutions, Contract Modifications, and actual equipment and

materials installed.

4. During construction, maintain a complete and legible set of drawings, showing changes and deviations between actual construction and Engineer's drawings.

1.09 OPERATING AND MAINTENANCE MANUALS:

A. Prepare bound sets of operating and maintenance manuals in accordance with Division 1 Section "PROJECT CLOSE-OUT." In addition to the requirements specified in Division 1, include the following information for equipment items:

1. Manufacturer's name, model number, service manual, spare-parts list, and descriptive literature for all components, cross-referenced and numbered on Record Drawings as required.

2. Listing of possible breakdown and repairs.

3. Detailed and simplified one line, color coded flow and wiring diagram.

4. Field test report, including:

a. Instrument set points.
b. Measured voltages and amperes.
c. Manufacturer's startup report.
d. Any deviations from Engineer's sequence of operations and rationale.

5. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.

6. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.

7. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair and assembly; aligning and adjusting instructions.

8. Servicing instructions and lubrication charts and schedules.

9. Name, address and phone number of contractor's equipment suppliers and service agencies.

10. Assemble manufacturer's equipment manuals in chronological order, following the specification alpha-numeric system, in heavy duty 3-ring binders clearly titled on the spine and front cover with appropriate index dividers.

1.10 DELIVERY, STORAGE, AND HANDLING:

A. Deliver products to the project site properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification. Provide locked storage for all equipment and products. Owner will not be liable for stolen or lost equipment.

B. Check dimensions of access route through the site from delivery point to final location. Where necessary, ship in crated sections of size to permit passing through available space. Dismantle and/or reassemble, re-provision and retest equipment too large to pass through available access route to final location in one piece.

C. All construction-related products and equipment received at project site shall be secured and stored neatly, in original packaging, and protected from the elements in an Owner designated, on-site storage area.

D. All construction-related products and equipment shall be handled, moved, lifted and placed in accordance with manufacturers' posted and written instructions. Equipment and/or product damage incurred due to improper handling shall be repaired to like new condition by the Contractor causing said damage. If the damaged item cannot be repaired to a like new condition, then the item shall be replaced with new by the Contractor causing said damage at no additional cost increase in the contract amount.

1.11 CODES, FEES, AND MISCELLANEOUS COSTS:

A. All construction shall comply with all applicable specifications, federal, state, and local codes, local ordinances, industry standards, and utility company regulations.

B. In case of variations between specifications, codes, laws, applicable regulations, and the Contract Documents, the most stringent requirement shall govern the work done. The Contractor shall promptly notify the Engineer in writing of any such discrepancy.

C. Should the Contractor perform work that does not comply with the standards

governing the construction of this project, he shall bear all costs incurred to correct work that does not comply with the set standards.

1.12 REFERENCE STANDARDS:

A. Published codes, specifications, standards, tests or recommended methods of trade, industry or governmental organizations apply to work in this Division where cited below:

1. ADA: Americans with Disabilities Act.
2. AABC: Associated Air Balance Council.
3. ADC: Air Diffuser Council.
4. AMCA: Air Moving and Conditioning Association.
5. ANSI: American National Standards Institute.
6. ARI: Air-Conditioning and Refrigeration Institute.
7. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers.
8. ASME: American Society of Mechanical Engineers.
9. ASSE: American Society of Sanitary Engineers.
10. ASTM: American Society for Testing and Materials.
11. AWS: American Welding Standards.
12. FM: Factory Mutual.
13. Local Utility Authorities.
14. National, State and Local Codes of all authorities having jurisdiction.
15. NEMA: National Electrical Manufacturer's Association.
16. NFPA: National Fire Protection Association.
17. OSHA: Occupational Safety and Health Act.
18. PDI: Plumbing and Drainage Institute.
19. State Energy Code having jurisdiction
20. UL: Underwriters' Laboratories, Inc.
21. IBC: International Building Code.
22. IMC: International Mechanical Code.
23. IPC: International Plumbing Code.

B. In addition to complying with all other legal requirements, comply with current provisions of governing codes and regulations in effect during progress of the Work, and with the following:

1. Drawings and specification requirements shall govern where they exceed Code and Regulation requirements.

2. Where requirements between governing Codes and Regulations vary, the

more restrictive provisions shall apply.

3. Nothing contained in Contract Documents shall be construed as authority or permission to disregard or violate legal requirements. The Contractor shall immediately draw the attention of the Engineer to any such conflicts noted in the Contract Documents.

1.13 REVIEW OF CONSTRUCTION:

A. Work may be reviewed at any time by the Engineer.

B. Advise Engineer in writing that work is ready for review at following times:

1. When all requirements of Contract have been completed.

1.14 SEQUENCE AND SCHEDULING:

A. Coordinate the shut-off and disconnection of utility services with the Owner.

B. Notify the Engineer at least 5 days prior to commencing demolition operations.

C. Perform demolition in phases as indicated.

D. Arrange work to conform to schedule of construction established or required to comply with Contract Documents.

1. Indicate scheduling, sequencing, movement, and positioning of large equipment into the building during construction.

E. Confirm in writing to Engineer, within 30 days of signing of contract, anticipated number of days required to perform test, balance, and acceptance testing of mechanical systems:

1. This phase must occur after completion of mechanical systems, including all control calibration and adjustment, and requires substantial completion of the building, including closure, ceilings, lighting, partitioning, etc.

2. Submit for approval at this time, names and qualifications of test and balancing agencies to be used.

1.15 GUARANTEE:

A. Guarantee all materials, equipment, apparatus and workmanship to be free of defective materials and faulty workmanship for period of one year from date of filing of Notice of Substantial Completion, unless extended guarantee periods are specified in individual sections.

B. Furnish guarantee covering all work in accordance with general requirements of the Contract. This guarantee also applies to services such as Instructions, Adjusting, Testing, Noise, Balancing, etc.

C. Provide new materials, equipment, apparatus and labor to replace that determined by Engineer to be defective or faulty.

D. Equipment manufacturer's warranty shall be one year from date of initial operation or 18 months from the date of shipment, whichever comes first. Contractor shall purchase extended warranty to give full coverage during overall warranty period, unless longer period is specified.

PART 2 - PRODUCTS:

2.01 NOT APPLICABLE:

PART 3 - EXECUTION:

3.01 ROUGH-IN:

A. Verify final locations for rough ins with field measurements and with the requirements of the actual equipment to be connected.

B. Refer to equipment specification sections for rough-in requirements.

3.02 MECHANICAL INSTALLATIONS:

A. Coordinate mechanical systems, equipment, and materials installation with other building components.

B. Verify all dimensions by field measurements.

C. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for mechanical installations.

D. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.

E. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Give attention to large equipment requiring positioning prior to closing in the building.

F. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.

G. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer.

H. Install systems, materials, and equipment level and plumb, parallel, and perpendicular to other building systems and components, where installed exposed in finished spaces.

I. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.

J. The Engineer reserves the right to require minor adjustments in location of switches, blocking, ductwork, conduits, drains, piping, outlets, switches and/or equipment at no additional charge if directed prior to their installation. Where the Drawings show equipment, casework, or the like, Contractors shall lay out the work to avoid conflicts. Where offsets in piping, additional fittings, necessary drains, minor valves, traps, devices, etc., are required to complete the installation, to clear obstructions or the work of other Contractors, or for the proper operation of the system, these shall be deemed to be included in the Contract and shall be furnished and installed complete by the Contractor at no additional charge.

3.03 CUTTING AND PATCHING:

A. General: Perform cutting and patching in accordance with Division 1 Section "CUTTING AND PATCHING." In addition to the requirements specified in Division 1, the following requirements apply:

1. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.

B. Perform cutting, fitting, and patching of mechanical equipment and materials required to:

1. Remove and replace defective Work.
2. Remove and replace Work not conforming to requirements of the Contract Documents.
3. Install equipment and materials in existing structures.

C. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.

END OF SECTION

SECTION 230593 – Testing, Adjusting, and Balancing for HVAC

PART 1 -GENERAL

1.1 SUMMARY

A. The Scope of Work shall include third-party Testing, Adjusting, and Balancing of:

1. Balancing all air conditioning equipment per design documents including air distribution devices, supply ducts, packaged heat pump unit, coils, and related equipment as applicable to the project scope of work.

2. Dedicated Outdoor Air Systems providing fresh air to the building, if applicable.

3. Packaged Heat pump unit providing outside air and conditioned air to the building spaces. Includes setting up economizer controls and demand control ventilation.

5. Coordinating with HVAC contractor as necessary to perform TAB.

1.2 RELATED DOCUMENTS

A. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 111 – Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-conditioning, and Refrigeration Systems.

B. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) – TAB Procedural Guide – Endorsed by Testing, Adjusting and Balancing Bureau (TABB)

C. Associated Air Balance Council (AABC) – National Standards for Total System Balance.

D. National Environmental Balancing Bureau (NEBB) – Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

1.3 DEFINITIONS

A. Testing: Use of specialized and calibrated instruments to measure temperatures, pressures, rotational speeds, electrical characteristics, air and hydronic flow in velocities or quantities used in evaluating the performance of the HVAC system.

B. Adjusting: Varying of system flow by modifying settings of dampers and valves, in combination with varying fan speeds to obtain optimum operating conditions for the HVAC system.

C. Balancing: Proportioning of air and hydronic flows through system mains, branches, and terminal devices using standardized procedures to obtain specified air or hydronic flow while

imposing the least amount of restriction on the HVAC system.

1.3 ACTION SUBMITTALS

A. Qualification Statements – submit company certification documents including:

1. Contractor Certification

2. Supervisor Certification

3. Technician Certification

4. Submit name of testing agency to Owner within 30 days of Notice to Proceed.

B. Reports:

1. TAB agency must provide example reports with submittals.

2. Deficiency Report: Following examination of installed system, prior to balancing, submit report indicating system deficiencies that would prevent proper testing, adjusting, and balancing of systems and equipment to meet specified performance.

3. TAB Report: Submit electronic copies of the complete Testing, Adjusting and Balancing report, including any drawings indicating air outlets, thermostats, and equipment identified to correspond with data sheets.

a. Reports shall be on TABB/SMACNA, AABC, or NEBB forms that indicate information addressing each of the testing methods, readings, and adjustments.

C. Closeout Submittals:

1. Provide complete copy of testing, adjusting, and balancing report. (Include report in Operation and Maintenance Manual.)

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Testing and Balancing shall be performed by a testing agency who specializes in testing, adjusting, and balancing of heating, ventilating, air-moving equipment, and air conditioning systems and has a minimum of five (5) years of experience.

2. Testing agency shall have successfully completed a minimum of five projects, similar in size and scope.

3. Testing agency shall be a certified member of TABB, AABC, and/or NEBB.

4. Maintain a copy of applicable standards at the project site.

B. Certifications:

1. TAB Technician shall be certified by a nationally recognized certifying agency.

C. Perform total system balance in accordance with:

1. TABB – Quality Assurance Program.

2. AABC – National Standards for Field Measurement and Instrumentation.

3. NEBB Quality Assurance Program – Conformance Certification

1.5 PROJECT CONDITIONS

A. Testing, adjusting, and balancing shall commence after HVAC systems installation is complete and in working order. As noted in "Reports" section, prior to work commencement, TAB contractor shall provide a Deficiency Report detailing system deficiencies preventing proper testing, adjusting, and balancing of systems and equipment to meet specified performance.

1.6 SPECIAL WARRANTY

A. Provide warranty period of 90 days following submission of completed report, during which time Owner may request a recheck of up to 10% of total number of terminals, or resetting of any outlet, coil, or device listed in the test report.

B. Warranty shall meet the requirements of the following program(s):

1. TABB – Quality Assurance Program

2. AABV – National Project Performance Guarantee

3. NEBB – Conformance Certification

1.7 SCHEDULING

A. TAB contractor shall provide two-weeks' notice to Owner and Owner's representative prior to performing testing, adjusting, and balancing. A sample of testing, adjusting, and balancing must be witnessed by the Owner and/or Owner's Representative.

PART 2 -PRODUCTS – Not Used

PART 3 -EXECUTION

3.1 EXAMINATION

A. Prior to commencing the testing, adjusting, and balancing of environmental system(s), verify the following conditions:

1. Systems are started and operating in a safe and normal condition.

2. Temperature control systems are installed, complete, and operable.

3. Automatic and manual dampers are operable and fully open.

4. Thermal overload protection is in place for fans and other equipment.

5. Startup air filters are removed.

6. Final filters are clean and properly installed.

7. Duct and fan systems are clean.

8. Fans are rotating correctly.

9. Fire and volume dampers are in place and open, if applicable.

10. Air coil fins are cleaned and combed.

11. Access doors are closed, and duct end caps are in place, if applicable.

12. Air outlets are installed and connected.

13. Carbon dioxide sensors are in place and tied to controls, if applicable.

14. Controls graphics are in place and accessible by TAB Contractor, if applicable.

15. Speed controllers are installed on fans, if applicable.

B. Submit Deficiency Report to Owner and Owner's Representative. Do not begin testing, adjusting, and balancing of systems until deficiencies have been remedied.

3.2 SITE TOLERANCES

A. Air Handling Systems: Adjust to within plus 10 percent of outlet total plus allowable leakage rate.

B. Air Outlets and Inlets: Adjust total to within plus or minus 10 percent of design for the space.

3.3 AIR SYSTEMS PROCEDURE

A. Adhere to the follow procedure:

1. TABB – SMACNA TAB Procedural Guide, with focus on the following chapters:

    a. Preliminary TAB Procedures.

    b. General Air System TAB Procedures.

    c. TABB Procedures for Specific Air Systems.

2. AABC – National Standards for Total System Balance.

3. NEBB – Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

B. Minimum air procedures must include the following:

1. Test and adjust fan RPM to design requirements.

2. Test and record motor full load nameplate rating and actual ampere draw.

3. Test and record system static pressures, fan suction, and discharge.

4. Adjust all main supply and return air duct to within tolerances of proper design CFM.

5. Test and adjust each diffuser, grille, and register. Reading and tests of diffusers, grilles, and registers shall include design velocity (FPM) and adjusted velocity, design CFM, and adjusted CFM.

6. Test and record outside air, mixed air, and discharge temperatures (D.B. for heating cycle, D.B. and W.B. for cooling cycle).

7. Test and adjust air handling and distribution systems to provide required supply, return, outside, and exhaust air quantities within design tolerance.

8. Make air velocity measurements in ducts by Pitot tube traverse across entire cross sectional area of duct in accordance with SMACNA equal area method or Log Linear method.

9. Measure air quantities at all air inlets and outlets.

10. Use volume control devices to regulate air quantities only to the extent that adjustments do not create objectionable air motion or sound levels.

11. Vary total system air quantities by adjustment of fan speeds. Provide drive changes recommendations. Vary branch air quantities by damper regulation.

12. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for loading of filters and coils.

13. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions within specified tolerances.

14. Where modulating dampers or economizers are provided, take measurement at full return air, minimum outside air, and 100% outside air mode of operation.

3.4 ADJUSTING

A. Recorded data shall represent actual measured or observed conditions.

B. Permanently mark the setting of valves, dampers, and other adjustment devices allowing for settings to be restored. Set and lock memory stops.

C. Final report to include identification of all key outlets, key branches, and key trunks in each air system that shows a critical path of no dampening from the fan to terminal device.

D. Final report to include identification of all key terminal devices, key branches, and key trunks in each hydronic system that shows a critical path of no throttling of valves from the pump to terminal device.

E. Leave systems in proper working order by: replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

END OF SECTION

SECTION 230713 – HVAC INSULATION

PART 1 – GENERAL

1.1 SUMMARY

A. This specification section includes the following:

1. Ductwork Insulation.
2. Duct Liner.
3. Jackets.

1.2 RELATED DOCUMENTS & RELATED SPECIFICATIONS

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

B. 01 10 00 – General Information

C. 20 00 10 – General Mechanical Requirements

D. 23 05 93 – Testing, Adjusting, And Balancing for HVAC

E. 23 31 13 – Metal Ducts

F. 23 33 00 – Air Duct Accessories.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory-and field-applied if any).

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: Insulation must be installed by a qualified duct insulation installation company that has performed work for at least five (5) years on similar scopes of work.

B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, tapes, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed. These tests are to include ASTM E 84 with

the following results.

1. Insulation Installed Indoors: Flame-spread index of 25 of less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 of less, and smoke-developed index of 150 or less.

C. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. The following publications form a part of this specification to the extent that they are applicable. Follow the most recent version, or the version of the standard that applies to local, or state codes:

1. Division 01 Section Quality Control.
2. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
3. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
4. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
5. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation Thermal and Sound Absorbing Material.
6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
7. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
8. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.
9. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
10. NAIMA National Insulation Standards.
11. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
12. ASTM E119 - Standard Test Methods for fire Test of Building Construction and Materials.
13. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
14. ASTM E136 - Standard test Method for the Behavior of Materials in a Vertical Tube Furnace at 750 deg C (Non-Combustibility Test).
15. ASTM E814 - Standard Test Method for Fire Tests of Through Penetrations Firestops.
16. ASTM C518 - Standard Test Method for Steady – State heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
17. ASTM C411 - Standard Test Method for Hot Surface Performance of High Temperature Thermal Insulation.
18. International Code Council: ICC ES – Evaluation Report ER-5899 (FyreWrap 1.5 and MAX 2.0 Duct Insulation).

19. International Code Council: ICC ES – Evaluation Report ER-6644-2 (Fire Containment = Elements of Building Construction Part 2: Kitchen Extract Ducts).
20. ISO 6944-1985 - Fire Resistance of Ventilation Ducts.
21. UL 723 - Surface Burning Characteristics of Building Materials.
22. UL 1479 - Fire Tests of Through Penetrations Firestops.
23. UL 263 - Fire Tests of Building Construction and Materials.
24. UL 1978 (Section 12 & 13) Standard for Safety Grease Ducts.
25. UL YYET - Grease Duct Enclosures, File R14514.
30. UL XHEZ - Through-Penetration Firestop Systems C-AJ-7007, C-AJ-7048.
31. UL 1887 - Standard for Safety Fire Test of Plastic Sprinkler Pipe for Visible Flame and Smoke Characteristics.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

B. Store and handle products per the manufacturer(s).

1.7 QUALIFICATIONS

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 5 years of experience.

B. Installer Requirements: Company specializing in the installation of HVAC duct insulation specified in this section with minimum 5 years of experience approved by manufacturer.

1.8 REGULATORY REQUIREMENTS

A. Latest Version of South Carolina Energy Conservation Code

B. Latest Version of South Carolina Mechanical Code

C. NFPA 96.

PART 2 – PRODUCTS

2.1 INSULATION MATERIALS: GLASS FIBER, FLEXIBLE

A. Comply with requirements in “Duct Insulation Schedule, General,” “Indoor Duct and Plenum Insulation Schedule,” and “Aboveground, Outdoor Duct and Plenum Insulation Schedule” articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Mineral Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:

    a. CertainTeed
    b. Johns Manville
    c. Knauf Insulation
    d. Owens Corning

2. Insulation: ASTM C 553, flexible, noncombustible blanket.
3. Flexible: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
4. Maximum Operating Temperature 250 deg F.

G. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:

    a. CertainTeed
    b. Fibrex Insulations Inc
    c. Johns Manville
    d. Knauf Insulation
    e. Manson Insulation
    f. Owens Corning

A. Flexible Elastomeric: Closed-cell, flexible elastomeric foam. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials and ASTM C1534 for duct liner.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:

    a. Aeroflex USA, Inc

b. K-Flex USA
c. Armacell LLC
d. RBX Corporation
e. Nomaco

2. Maximum Thermal Conductivity: Type I, Flexible: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
3. Maximum Operating Temperature: 250 deg F.
4. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
5. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.

    a. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
    b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

6. Insulation Pins and Washers:

    a. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper-or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch-(3.5-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
    b. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-(0.41-mm-) thick galvanized steel, aluminum or stainless steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

6. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136.
7. Permeance: 0.02 perms.

2.2 FIRE-RATED INSULATION SYSTEMS

A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 1 or 2-hour fire rating (as required by the building code) by an NRTL acceptable to authorities having jurisdiction

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:
    a. CertainTeed Corp

b. Johns Manville
c. Nelson Fire Stop Products
d. Thermal Ceramics
e. 3M
f. Unifrax

2.3 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:

a. Childers Brand, Specialty Construction Brands, Inc.
b. Eagle Bridges.
c. Foster Brand, Specialty Construction Brands, Inc.
d. Mon-Eco Industries, Inc.

2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:

a. Childers Brand, Specialty Construction Brands, Inc.
b. Eagle Bridges.
c. Foster Brand, Specialty Construction Brands, Inc.
d. Mon-Eco Industries, Inc.

2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Foster Brand, Specialty Construction Brands, Inc.
    b. Vimasco Corporation

2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F. 4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight. 5. Color: White

2.5 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:

    a. Childers Brand, Specialty Construction Brands, Inc.,
    b. Eagle Bridges - Marathon Industries
    c. Foster Brand, Specialty Construction Brands, Inc.
    d. Mon-Eco Industries, Inc.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum
6. For indoor applications, use sealants that have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:
1. Products: Subject to compliance with requirements, provide one of the following:

    a. Childers Brand, Specialty Construction Brands, Inc.
    b. Eagle Bridges-Marathon
    c. Foster Products

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.6 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
   1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
   2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
   3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
   4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for ducts.

2.8 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005, Temper H-14.

   1. Products: Subject to compliance with requirements, provide one of the following:

      a. Childers Brand, Specialty Construction Brands, Inc.
      b. ITW Insulation Systems
      c. RPR Products, Inc.

   2. Sheet and roll stock ready for shop or field sizing.
   3. Finish and thickness are indicated in field-applied jacket schedules.
   4. Moisture Barrier for Indoor Applications: 3-mil-(0.075-mm-) thick, heat-bonded polyethylene and kraft paper.
   5. Moisture Barrier for Outdoor Applications: 3-mil-(0.075-mm-) thick, heat-bonded polyethylene and kraft paper.

D. Self-Adhesive Outdoor Jacket: 60-mil- thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a crosslaminated polyethylene film covered with stucco-embossed aluminum-foil facing.

2.9 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. ABI, Ideal Tape Division
    b. Avery Dennison Corporation, Specialty Tapes Division
    c. Compac Corporation
    d. Venture Tape

2. Width: 3 inches.
3. Thickness: 11.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. ABI, Ideal Tape Division
    b. Avery Dennison Corporation, Specialty Tapes Division
    c. Compac Corporation
    d. Venture Tape

2. Width: 3 inches (75 mm).
3. Thickness: 6.5 mils (0.16 mm).
4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. ABI, Ideal Tape Division
    b. Avery Dennison Corporation, Specialty Tapes Division
    c. Compac Corporation
    d. Venture Tape

2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.

5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

2.10 SECUREMENTS

A. Bands:

1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.

2. Aluminum: ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch (0.51 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper-or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch-(3.5-mm-) diameter shank, length to suit depth of insulation indicated.
2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper-or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch-(3.5-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that can hold insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
    a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
    b. Spindle: Copper-or zinc-coated, low-carbon steel, Aluminum or Stainless steel, fully annealed, 0.106-inch-(2.6-mm-) diameter shank, length to suit depth of insulation indicated.
    c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-(0.41-mm-) thick, galvanized-steel, aluminum or stainless-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

    a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-(19-mm-) wide, stainless steel or Monel.

D. Wire: 0.080-inch (2.0-mm) nickel-copper alloy, 0.062-inch (1.6-mm) soft-annealed, stainless steel or 0.062-inch (1.6-mm) soft-annealed, galvanized steel.

   1. Manufacturers: Subject to compliance with requirement, provide products by one of the following:

      a. C&F Wire
      b. Childers Products
      c. RPR Products

2.11 CORNER ANGLES

A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 -EXECUTION

3.1 EXAMINATION

A. Verify that ductwork has been tested prior to applying new insulation materials.

B. Verify that surfaces are clean, free of foreign materials that will adversely affect insulation application, and dry.

C. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

   1. Verify that systems to be insulated have been tested and are free of defects.
   2. Verify that surfaces to be insulated are clean and dry.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces, free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or

dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

    a. For below ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking

due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches (100 mm) beyond damaged areas. Adhere, staple, and seal patches like butt joints.

3.3 INSTALLATION THROUGH PENETRATIONS

A. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches (50 mm).

1. Comply with requirements in Section 07 84 13 “Penetration Firestopping” for firestopping and fire-resistive joint sealers.

D. Insulation Installation at Floor Penetrations:

1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches (50 mm).
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 07 84 13 "Penetration Firestopping."

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of

vertical ducts as follows:

a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
d. Do not over compress insulation during installation.
e. Impale insulation over pins and attach speed washers.
f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1-inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head,

capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.

b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.

c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.

d. Do not over compress insulation during installation.

e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.

b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FIELD-APPLIED JACKET INSTALLATION

A. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.

3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch (38-mm) laps at longitudinal seams and 3-inch-(75-mm-) wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

C. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.6 FIRE-RATED INSULATION SYSTEM INSTALLATION

A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.

B. Insulate duct access panels and doors to achieve same fire rating as duct.

C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Section 078413 "Penetration Firestopping."

3.7 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, exposed supply and outdoor air.
2. Indoor, exposed return.
3. Indoor, exposed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Outdoor, exposed supply and return.

B. Items Not Insulated:

1. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.

2. Factory-insulated flexible ducts.
3. Factory-insulated plenums and casings.
4. Flexible connectors.
5. Vibration-control devices.
6. Factory-insulated access panels and doors.

3.8 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. All duct that is indicated to be internally lined: Flexible elastomeric, 1” thick and 3-lb/cu. ft. nominal density.

B. Concealed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket 2” thick and 1.5-lb/cu. ft. nominal density.

C. Concealed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket 2” thick and 1.5-lb/cu. ft. nominal density.

D. Concealed, Outdoor Plenum Insulation: Mineral-fiber blanket, 2” thick and 1.5-lb/cu. ft. nominal density.

E. Concealed, Plenum Insulation: Mineral-fiber blanket, 2” thick and 1.5-lb/cu. ft. nominal density.

F. Concealed, Type I, Commercial, Kitchen Hood Exhaust Duct and Plenum Insulation: Fire-rated blanket; thickness as required to achieve 2-hour fire rating.

G. Exposed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket 2” thick and 1.5-lb/cu. ft. nominal density.

H. Exposed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket 2” thick and 1.5-lb/cu. ft. nominal density, ensuring final thermal performance of at least R-6.

I. Exposed, Outdoor Plenum Insulation: Mineral-fiber blanket, 2” thick and 1.5-lb/cu. ft. nominal density, ensuring final thermal performance of at least R-6.

J. Exposed, Plenum Insulation: Mineral-fiber blanket, 2” thick and 1.5-lb/cu. ft. nominal density, ensuring final thermal performance of at least R-6.

K. Exposed, Type I, Commercial, Kitchen Hood Exhaust Duct and Plenum Insulation: Fire-rated blanket; thickness as required to achieve 2-hour fire rating.

3.9 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor’s option.

B. Concealed, Supply-Air, Return-Air, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber blanket 2” thick and 1.5-lb/cu. ft. nominal density, ensuring final thermal performance of at

least R-8.

C. Exposed, Supply-Air, Return-Air, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber board 2” thick and 1.5-lb/cu. ft. nominal density, ensuring final thermal performance of at least R-8.

3.10 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:

1. None.

C. Ducts and Plenums, Exposed:

1. Painted Mineral-fiber board 2 inches thick and 1.5-lb/cu. ft nominal density.

3.11 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:

1. Aluminum, Stucco Embossed: 0.032 inch thick.

D. Ducts and Plenums, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches:

1. Aluminum, Stucco Embossed 0.032 inch thick.

E. Ducts and Plenums, Exposed, Larger Than 48 Inches in Diameter or with Flat Surfaces Larger Than 72 Inches:

1. Aluminum, Stucco Embossed with 1-1/4-Inch- Deep Corrugations: 0.040 inch thick.

END OF SECTION

SECTION 233113 – METAL DUCTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round ducts and fittings.
3. Sheet metal materials.
4. Duct liner.
5. Sealant and gaskets.
6. Hangers and supports.
7. Seismic-restraint devices.

B. Related Sections:

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.

2. Section 233300 "Air Duct Accessories" for dampers, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in.

1. SMACNA's "HVAC Duct Construction Standards – Metal and Flexible"
2. ASCE/SEI 7 “Minimum Design Loads and Associated Criteria for Buildings and Other

Structures”

3. SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
   a. Seismic Hazard Level B: Seismic force to weight ratio, 0.30.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.
3. Seismic-restraint devices.

1.5 QUALITY ASSURANCE

A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 – "Systems and Equipment" and Section 7 – "Construction and System Start-up."

B. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 – PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards – Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards – - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types

and fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards – Metal and Flexible."

2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards – Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards – Metal and Flexible."

D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards – Metal and Flexible."

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G90 (Z275).
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.

D. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black

and galvanized.

1. Where black-and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

2.5 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 3 inches (76 mm).
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

G. Trapeze and Riser Supports:
1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

2.7 SEISMIC-RESTRAINT DEVICES

A. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an evaluation service member of the ICC Evaluation Service.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.

B. Channel Support System: Shop-or field-fabricated support assembly made of slotted steel channels rated in tension, compression, and torsion forces and with accessories for attachment to braced component at one end and to building structure at the other end. Include matching components and corrosion-resistant coating.

C. Restraint Cables: ASTM A 603, galvanized or ASTM A 492, stainless-steel cables with end connections made of cadmium-plated steel assemblies with brackets, swivel, and bolts designed for restraining cable service; and with an automatic-locking and clamping device or double-cable clips.

D. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections or Reinforcing steel angle clamped to hanger rod.

E. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 – EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" unless otherwise indicated.

C. Install round ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally; and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and

enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches (38 mm).

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 23 33 00 "Air Duct Accessories" for fire and smoke dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards – Metal and Flexible."

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches (100 mm) thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches (610 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet (5 m).

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.5 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

1. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
2. Brace a change of direction longer than 12 feet (3.7 m).

B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install cable restraints on ducts that are suspended with vibration isolators.

E. Install seismic-restraint devices using methods approved by an evaluation service member of the ICC Evaluation Service.

F. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints

to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.

G. Drilling for and Setting Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcement or embedded items during drilling. Notify the Owner/Owner's Representative if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Set anchors to manufacturer's recommended torque, using a torque wrench.
5. Install zinc-coated steel anchors for interior applications and stainless-steel anchors for applications exposed to weather.

3.6 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.7 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.

C. Duct system will be considered defective if it does not pass tests and inspections.

D. Prepare inspection reports.

3.9 START UP

A. Air Balance: Comply with requirements in Section 23 05 93 - "Testing, Adjusting, and Balancing for HVAC."

3.10 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel.

B. Supply Ducts:

1. Ducts Connected to all equipment:

a. Pressure Class: Positive 2-inch wg (500 Pa).
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 6.
d. SMACNA Leakage Class for Round and Flat Oval: 6.

C. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel, Carbon steel coated with zinc-chromate primer or Galvanized steel or carbon steel coated with zinc-chromate primer.

D. Insulation:

1. See Specification 23 07 13 – “HVAC Insulation” for a schedule of duct insulation.

E. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Velocity 1000 fpm (5 m/s) or Lower:

1. Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
2. Mitered Type RE 4 with vanes.

b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s):

1. Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
2. Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
3. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards – Metal

and Flexible," Figure 4-2, "Rectangular Elbows."

a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 3-4, "Round Duct Elbows."

a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

1) Velocity 1000 fpm (5 m/s) or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
2) Velocity 1000 to 1500 fpm (5 to 7.6 m/s): 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
3) Radius-to Diameter Ratio: 1.5.

b. Round Elbows, 12 Inches (305 mm) and Smaller in Diameter: Stamped multi piece with all joints sealed.

c. Round Elbows, 14 Inches (356 mm) and Larger in Diameter: Standing seam.

I. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 4-6, "Branch Connection."
   a. Rectangular Main to Rectangular Branch: 45-degree entry.
   b. Rectangular Main to Round Branch: Spin in with scoop and hand damper.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

END OF SECTION

SECTION 233300 -AIR DUCT ACCESSORIES

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Flange connectors.
2. Turning vanes.
3. Remote damper operators.
4. Duct-mounted access doors.
5. Flexible connectors.
6. Flexible ducts.
7. Duct accessory hardware.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

PART 2 -PRODUCTS

2.1 ASSEMBLY DESCRIPTION

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

B. Comply with SMACNA's "HVAC Duct Construction Standards -Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G90 (Z275).
2. Exposed-Surface Finish: Mill phosphatized.

B. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

2.4 FLANGE CONNECTORS

A. Description: Add-on, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

B. Material: Galvanized steel.

C. Gage and Shape: Match connecting ductwork.

2.5 TURNING VANES

A. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

B. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards -Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."

C. Vane Construction: Single wall.

2.6 REMOTE DAMPER OPERATORS

A. Description: Gear and shaft system designed for remote manual damper adjustment.

B. Shaft: Steel

C. Wall-Box Mounting: Recessed.

D. Wall-Box Cover-Plate Material: Steel.

2.8 FLEXIBLE CONNECTORS

A. Materials: Flame-retardant or noncombustible fabrics.

B. Coatings and Adhesives: Comply with UL 181, Class 1.

C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches (89 mm) wide attached to two strips of 2-3/4-inch-(70-mm-) wide, 0.028-inch-(0.7-mm-) thick, galvanized sheet steel or 0.032-inch-(0.8-mm-) thick aluminum sheets. Provide metal compatible with connected ducts.

D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).
2. Tensile Strength: 480 lbf/inch (84 N/mm) in the warp and 360 lbf/inch (63 N/mm) in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).

2.9 FLEXIBLE DUCTS

A. Insulated, Flexible Duct: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene or aluminized vapor-barrier film.

1. Pressure Rating: 6-inch wg positive and 1.0-inch wg (250 Pa) negative.
2. Maximum Air Velocity: 4000 fpm (20 m/s).
3. Temperature Range: Minus 10 to plus 160 deg F (Minus 23 to plus 71 deg C).
4. Insulation R-value: R-6 minimum. Comply with ASHRAE/IESNA 90.1.

B. Flexible Duct Connectors:

1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action or Nylon strap in sizes 3 through 18 inches (75 through 460 mm), to suit duct size.
2. Non-Clamp Connectors: Adhesive or Adhesive plus sheet metal screws.

2.10 DUCT ACCESSORY HARDWARE

A. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards -Metal and Flexible" for metal ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel ducts.

C. Compliance with ASHRAE/IESNA 90.1-2004 includes Section 6.4.3.3.3 -"Shutoff Damper Controls," restricts the use of backdraft dampers, and requires control dampers for certain applications. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

    1. Install steel volume dampers in steel ducts.

E. Set dampers to fully open position before testing, adjusting, and balancing.

J. Install flexible connectors to connect ducts to equipment.

K. Connect diffusers to ducts with maximum 60-inch (1500-mm) lengths of flexible duct clamped or strapped in place. No flex through fire rated walls.

L. Connect flexible ducts to metal ducts with draw bands or adhesive plus sheet metal screws.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

    1. Operate dampers to verify full range of movement.
    2. Inspect locations of access doors and verify that purpose of access door can be performed.
    3. Inspect turning vanes for proper and secure installation.
    4. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION

Spartanburg Community College – Pavilion Renovation

SECTION 23 81 43 – Air Source Heat Pump

Part 1 — General

1.1 SYSTEM DESCRIPTION

A. Daikin DSH Outdoor pad-mounted, electrically controlled, air-cooled packaged heat pump suitable for on-the-ground installation. Unit shall consist of two scroll compressor assemblies, an air-cooled coil, propeller-type condenser fans, and a control box. Unit shall discharge supply air upward as shown on contract drawings. Unit shall act as both condenser and air handling unit, with the supply and return ducts in the horizontal configuration.

B. Unit must be designed with R-32, or R-454B (R-410A will not be accepted) refrigerant circuit(s).

1.2 QUALITY ASSURANCE

A. Unit shall be rated in accordance with AHRI Standard 340/360.

B. Unit construction shall comply with ANSI/ASHRAE 15 safety code latest revision and comply with NEC.

C. Unit shall be constructed in accordance with UL 1995 standard and shall carry the UL and UL, Canada label for sizes 07-12 and ETL for 16 and 25 models.

D. Unit cabinet shall be capable of withstanding 500-hour salt spray exposure per ASTM B117 (scribed specimen).

E. Air-cooled outdoor coils shall be leak tested at 150 psig and pressure tested at 650 psig and qualified to UL burst test at 1980 psig.

F. Unit shall be manufactured in a facility registered to ISO 9001 manufacturing quality standard.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product submitted including all equipped options and ancillary equipment.

B. Submit Submittals as a single PDF. A final revision of the approved submittals must be updated to reflect any as-built changes.

1.4 CLOSE OUT SUBMITTALS

A. Operation and Maintenance Data.

B. Startup forms for all equipment.

1.5 DELIVERY, STORAGE AND HANDLING

A. Unit shall be shipped as single package only and shall be stored and handled according to unit manufacturer’s recommendations.

Part 2 — Products

2.1 EQUIPMENT

A. Coil:
   1. Coil shall be air-cooled and circuited for sub cooling during cooling mode of operation.
   2. Coil shall be constructed of aluminum fins (copper fins optional) mechanically bonded to internally grooved seamless copper tubes which are then cleaned, dehydrated, and sealed.

B. Refrigeration Components and Operation:
   1. Refrigeration circuit components shall include liquid line service valve, suction line service valve, a full charge of compressor oil, holding charge of refrigerant, and loose shipped refrigerant filter drier (one per circuit).
   2. Precision-sized suction line accumulator on each refrigerant circuit shall protect from oil being removed from the scroll compressor rotating orbiter and plate during the activation of the defrost mode and switching back and forth from cooling and heating operations.
   3. Unit shall be capable of starting and running up to 125[F] and down to 35[F] ambient outdoor temperature.
   4. Unit shall operate at +/- 10% from rated voltage

C. Controls and Safeties:
   1. Minimum control functions shall include:
      a. Ilinq controller, or approved equal that can control temperature, humidity.
      b. Capable of BACnet communication.
      c. Compressor lockout on auto-reset safety until reset from thermostat.
   2. Minimum safety devices which are equipped with automatic reset (after resetting first at thermostat), shall include:
      a. Refrigerant sensor in supply duct
      b. High discharge pressure protection switch.
      c. Loss-of-charge protection switch.

D. Electrical Requirements:
   1. Unit electrical power shall be single-point connection.

E. Special Features:
   2. Unit-Mounted, Non-Fused Disconnect Switch: (Not available when unit MOCP electrical rating exceeds 80 amps)

      Switch shall be factory-installed and internally mounted. NEC and UL-approved non-fused switch shall provide unit power shutoff. Switch shall be accessible from outside the unit and shall provide power off lock- out capability.
   3. Convenience Outlet:

F. Low-Ambient Temperature Control:
   1. A low-ambient temperature control shall be available as a factory-installed option or as a field-installed accessory. This low-ambient control shall regulate speed of the condenser-fan motors in

response to the saturated condensing temperature of the unit. The control shall maintain correct condensing pressure at outdoor temperatures down to -20_F (-29_C).

G. Thermostat Controls:
   1. Commercial electronic thermostat with 7-day time clock, auto-changeover, multistage capability, and large LCD temperature display.
   2. Carrier ilinq Controller – Field Installed:
   3. It shall, or a factory-installed economizer controller must accept a CO2 sensor in the conditioned space and be Demand Control Ventilation (DCV) ready. The communication rate must be 38.4K or faster.
   4. It shall accept or integrate a humidity sensor and be able to control a dehumidification program.

H. Louvered Hail Guard Package:
   1. Louvered hail guard package shall protect coils against damage from hail and other flying debris.

PART 3 -EXECUTION

3.1 EXAMINATION

A. Confirm that power supply (V, ph) corresponds to that specified on unit name plate.

B. Confirm that part number matches design.

C. Inspect heat pump for damage prior to installation. Do not install a unit with visible damage.

D. Inspect space for adequate service clearances. If service clearances cannot be met, contact Engineer and Owner prior to installation.

3.2 GENERAL INSTALLATION

A. All brazing must be completed on nitrogen to prevent formation of copper oxides inside of brazed joints, if applicable.

B. Install bi-directional filter drier in each circuit in the liquid line close to the indoor coil's TXV per manufacturer's recommendations, if applicable.

C. Install liquid line moisture indicating sight glass in each circuit per manufacturer's recommendations, if applicable.

D. Install bi-directional solenoid valve in each main liquid line per manufacturer's recommendations, if applicable.

F. Connect piping to ball valve stubs on each unit per manufacturer's recommendations, if applicable.

G. Charge with R-32 or R-454A, per manufacturer's recommendations.

H. Perform full factory startup including voltage checks and complete manufacturer's startup form for review.

3.4 ACCEPTANCE TESTING

A. The contractor shall perform all necessary calibration, testing and de-bugging and perform all required operational checks to ensure that the system is functioning in full accordance with these specifications and the sequences of operation prior to performing Acceptance Testing with the Owner and Owner's Representative.

B. The Contractor shall be present during Acceptance Testing so that any issues with the sequence of operation and/or equipment can be resolved. The following controls system items will be tested during Acceptance Testing:

   a. Walkthrough of all graphical displays showing compliance with the specifications and submittals.
   b. General functional check of all buttons and menus.
   c. Point-by-point checkout.
   d. Functional checkout of all setpoints and operating parameters.
   e. Sequence of operations functional check.

3.4 CLOSE OUT

A. O&M manuals shall include the following elements, as a minimum:

   a. As-built control drawings for all equipment.

   b. Operation manuals for all control equipment.

   c. General description and specifications for all components.

   d. Completed Performance Verification sheets.

B. All O&M manuals shall be completed prior to Owner's Training.

END OF SECTION

SECTION 26-05-00

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:
1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.03 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.04 SUBMITTALS

A. Product Data: For sleeve seals.

B. Shop drawings for all luminaires and controls.

1.05 COORDINATION

A. Coordinate arrangement, mounting, and support of retrofit lighting equipment and controls equipment.
1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. For new and existing raceways, cables, wireways, cable trays, ducts, and piping to be kept clear of obstructions, access to the lighting fixtures, hvac equipment, panelboards, switchboards, and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate sleeve selection and application with selection and application of firestopping to maintain existing fire ratings.

D. All work shall be tested and inspected. Coordinate testing dates and requirements with the owner and the engineer. All tests and inspections shall be scheduled in advance. It is the responsibility of the electrical contractor to notify the Engineer, the South Carolina Department of Administration (SCDoA), Office of the State Engineer, and the Local Electrical Inspector to schedule required inspections including rough-in, ceiling, and final inspections.

PRODUCTS

1.01 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel.
   1. Minimum Metal Thickness:
      a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
      b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

1.02 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Advance Products & Systems, Inc.
      b. Calpico, Inc.
      c. Metraflex Co.
      d. Pipeline Seal and Insulator, Inc.
   2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
   3. Pressure Plates: Stainless steel. Include two for each sealing element.
   4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

1.03 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 2 - EXECUTION

2.01 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Comply with NFPA 70E.

C. Comply with Federal TCLP requirements.

D. Comply with the Energy Independence and Security Act, effective date January 1, 2009.

E. Comply with the latest edition of the South Carolina Building Codes, the South Carolina Electrical Code, SCDoA requirements and other inspections as required.

F. Provide record drawings of installed luminaires, electrical equipment, showing wiring routing and new locations of lighting fixtures, and new and revised feeders, circuits and controls.

G. Testing: Provide testing for the following systems:
      a. Add a phase converter.
   2. Documentation:
      a. All tests specified shall be completely documented indication time of day, date, temperature and all pertinent test information.
      b. All required documentation of readings indicated above shall be submitted to the engineer of record and the owner, prior to, and as one of the prerequisites for final acceptance of the project.

H. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements

I. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

2.02 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."

2.03 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

2.04 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

END OF SECTION 26 05 00

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes the following:
   1. Building wires and cables rated 600 V and less.
   2. Connectors, splices, and terminations rated 600 V and less.
   3. Sleeves and sleeve seals for cables.

B. Related Sections include the following:
   1. Division 27 Section "Communications Horizontal Cabling" for cabling used for voice and data circuits.

1.03 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For testing agency.

C. Field quality-control test reports.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
   1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

1.06 COORDINATION

A. Coordinate new conduits to lighting fixture locations with existing piping, equipment and ductwork. Do not block access panels or access to equipment.

PART 2 - PRODUCTS

2.01 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.

B. Copper Conductors: Comply with NEMA WC 70.

C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.

2.02 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
1. Joints in solid conductors shall be spliced using Ideal or equivalent by 3M and T&B, wirenuts or connectors in junction boxes, outlet boxes, and lighting fixtures.
2. Sta-kon or other permanent type crimp connectors will not be permitted for branch circuit connections.
3. Joints in stranded conductors shall be splice by an approved mechanical connector and gum rubber tape or friction tape.
4. Solderless mechanical connectors for splices and taps, provided with UL approved insulating covers, may be used instead of mechanical connectors plus tape.
5. Conductors in all cases shall be continuous from outlet to outlet and no splicing shall be made except with outlet or junction boxes troughs and gutters.

PART 3 - EXECUTION

3.01 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; Class B stranded for No. 8 AWG and larger. MC cable assemblies shall not be permitted.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger. MC cable assemblies shall be permitted in short runs above accessible ceilings and for short runs from electrical rooms to lighting coves in existing areas.

C. SJO cord may be used for low voltage connections from drivers to led tape light chip assemblies, but may not be run through holes in walls or ceilings. Transition from MC cable to SJO cords once in lighting cove.

3.02 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Branch Circuits Concealed in Ceilings, Walls, Electrical Rooms, and Partitions: Type THHN-THWN or XHHW, single conductors in raceway.

B. Class 1 Control Circuits: Type THHN-THWN, in raceway.

C. Voltage Drop:
1. Conductors for branch circuits shall be sized for voltage drop not exceeding 3% at the farthest outlet of power, heating, and lighting loads, or any combination of such loads.

The maximum total voltage drop on both feeders and branch circuits to the farthest outlet shall not exceed 5%.

2. Where the conductor length from the panelboard to the first outlet on a 120 volt circuit exceeds 50 feet, the branch circuit conductor from the panelboard to the first outlet shall not be smaller than #10 AWG. Refer to voltage drop table on the drawings for low voltage wiring runs.

3.03 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Provide individual neutral for each circuit and feeder.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables inside vertical conduits according to Division 26 Section "Hangers and Supports for Electrical Systems."

G. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.04 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
   1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.

3.05 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:
   1. For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
   2. For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both wall surfaces.

G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealants."

K. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.

L. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

M. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.06 SLEEVE-SEAL INSTALLATION

A. Install to seal underground exterior-wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.07 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

3.08 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Perform tests and inspections and prepare test reports.

C. Tests and Inspections:
   1. After installing conductors and cables and before electrical circuitry has been energized, test lighting controls and lighting equipment.
   2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

D. Test Reports: Prepare a written report to record the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes: Grounding systems and equipment.

1.03 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
   1. Grounding arrangements and connections for separately derived systems.
   2. Grounding for sensitive electronic equipment.

C. Qualification Data: For qualified testing agency and testing agency's field supervisor.

D. Field quality-control reports.

1.04 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.
   1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.01 CONDUCTORS

A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:
   1. Solid Conductors: ASTM B 3.
   2. Tinned Conductors: ASTM B 33.
   3. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
   4. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
   5. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.02 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

PART 3 - EXECUTION

3.01 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

3.02 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all branch circuits.

3.03 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

END OF SECTION

SECTION 26 0529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes the following:
   1. Hangers and supports for electrical equipment and systems.
   2. Construction requirements for concrete bases.

B. Related Sections include the following:
   1. Division 26 Section "Vibration And Seismic Controls For Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.03 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.04 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.05 SUBMITTALS

A. Product Data: For the following:
   1. Steel slotted support systems.
   2. Nonmetallic slotted support systems.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
   1. Trapeze hangers. Include Product Data for components.
   2. Steel slotted channel systems. Include Product Data for components.
   3. Nonmetallic slotted channel systems. Include Product Data for components.
   4. Equipment supports.

C. Welding certificates.

1.06 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Comply with NFPA 70.

1.07 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.01 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Allied Tube & Conduit.
      b. Cooper B-Line, Inc.; a division of Cooper Industries.
      c. ERICO International Corporation.
      d. GS Metals Corp.
      e. Thomas & Betts Corporation.
      f. Unistrut; Tyco International, Ltd.
      g. Wesanco, Inc.
   2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
   3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
   4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
   5. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported. Conduits installed on the interior of exterior building walls shall be spaced off the wall surface a minimum of ¼ inch using clamp backs or uni-strut.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
   1. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) Cooper B-Line, Inc.; a division of Cooper Industries.

2) Empire Tool and Manufacturing Co., Inc.
3) Hilti Inc.
4) MKT Fastening, LLC.

2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
5. Toggle Bolts: All-steel springhead type.
6. Hanger Rods: Threaded steel.

2.02 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.01 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
1. Secure raceways and cables to these supports with two-bolt conduit clamps or single-bolt conduit clamps using spring friction action for retention in support channel.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.02 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units; metal expansion shields and machine screws or standard pre-set inserts, on solid masonry units.
4. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
5. To Light Steel: Sheet metal screws or bolts.

6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.03 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.04 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

B. Touchup: Touch up painting of surfaces per owner’s painting color chip.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 26 0533

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.03 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. EPDM: Ethylene-propylene-diene terpolymer rubber.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. RGS: Rigid Steel conduit.

F. LFMC: Liquidtight flexible metal conduit.

G. NBR: Acrylonitrile-butadiene rubber.

H. RNC: Rigid nonmetallic conduit.

1.04 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
   1. Custom enclosures and cabinets.
   2. For handholes and boxes for underground wiring, including the following:
      a. Duct entry provisions, including locations and duct sizes.
      b. Frame and cover design.
      c. Grounding details.
      d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
      e. Joint details.

C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
   1. For new LED cove lighting, show locations and routing of wiring to LED tape lights, and drivers and controls in electrical rooms.

1.05 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 METAL CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Allied Tube & Conduit; a Tyco International Ltd. Co.
   2. Anamet Electrical, Inc.; Anaconda Metal Hose.
   3. Maverick Tube Corporation.
   4. O-Z Gedney; a unit of General Signal.
   5. Wheatland Tube Company.

B. Rigid Steel Conduit: ANSI C80.1.

C. IMC: ANSI C80.6.

D. PVC-Coated Steel Conduit: PVC-coated RGS or IMC
   1. Comply with NEMA RN 1.
   2. Coating Thickness: 0.040 inch (1 mm), minimum.

E. EMT: ANSI C80.3.

F. FMC: Zinc-coated steel.

G. LFMC: Flexible steel conduit with PVC jacket.

H. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
   1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
   2. Fittings for EMT: Steel plated hexagonal compression type. No pot metal, set screw or indented type couplings shall be utilized.
   3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

I. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.02 NONMETALLIC CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Anamet Electrical, Inc.; Anaconda Metal Hose.
   2. Arnco Corporation.
   3. CANTEX Inc.
   4. CertainTeed Corp.; Pipe & Plastics Group.
   5. Condux International, Inc.
   6. ElecSYS, Inc.
   7. Lamson & Sessions; Carlon Electrical Products.
   8. RACO; a Hubbell Company.
   9. Thomas & Betts Corporation.

B. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.

C. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.

2.03 METAL WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Cooper B-Line, Inc.

2. Hoffman.
3. Square D; Schneider Electric.

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1 or 3R as indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type.

E. Finish: Manufacturer's standard enamel finish.

2.04 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Thomas & Betts Corporation.
b. Walker Systems, Inc.; Wiremold Company (The).
c. Wiremold Company (The); Electrical Sales Division.

2.05 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. EGS/Appleton Electric.
3. Erickson Electrical Equipment Company.
4. Hoffman.
5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
6. O-Z/Gedney; a unit of General Signal.
7. RACO; a Hubbell Company.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet Division.
10. Spring City Electrical Manufacturing Company.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Metal Floor Boxes: Cast metal, fully adjustable, rectangular.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum, with gasketed cover.

G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

H. Cabinets:
1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Configuration: Units shall be designed for flush burial and have open bottom, unless otherwise indicated.

2.06 SLEEVES FOR RACEWAYS

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

PART 3 - EXECUTION

3.01 RACEWAY APPLICATION

A. Comply with the following indoor applications, unless otherwise indicated:
1. Exposed, in Electrical Rooms: EMT.
2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
3. Damp or Wet Locations: RGC.
4. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp, corrosive, and wet locations and in all areas at Northside and Sweeney other than office and public spaces.

B. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. EMT terminations and couplings shall be made utilizing steel-plated hexagonal compression connectors. No pot metal, setscrew, or Indented type fittings shall be utilized.

3.02 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.

K. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
   1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
   2. Where otherwise required by NFPA 70.

L. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
   1. Use LFMC in damp or wet locations subject to severe physical damage.
   2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

3.03 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping.

B. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

C. Rectangular Sleeve Minimum Metal Thickness:
   1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
   2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed or unless seismic criteria require different clearance.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."

3.04 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to paint finishes with matching touchup painting recommended by owner.

END OF SECTION

SECTION 26 0553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:
   1. Identification for raceways.
   2. Identification of power and control cables.
   3. Identification for conductors.
   4. Equipment identification labels.
   5. Miscellaneous identification products.

1.03 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.04 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.05 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.01 POWER RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:
   1. Black letters on an orange field.
   2. Legend: Indicate voltage and system or service type.

C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.02 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.03 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.04 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Laminated, engraved, phenolic minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

C. Warning Signs:
1. Preprinted signs, punched or drilled for self tapping stainless steel screws with protected screw ends or rivets.
2. ½ inch high letters, with colors, legend, and size required for application.

D. Warning label and sign shall include, but are not limited to, the following legends:
1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.05 INSTRUCTION SIGNS

A. Engraved, laminated phenolic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
1. Engraved legend with black letters on white face.
2. Punched or drilled for self tapping stainless steel screws with protected screw ends or rivets.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.06 EQUIPMENT IDENTIFICATION LABELS

A. Engraved, Phenolic Label: Punched or drilled for self tapping stainless steel screws, with protected screw end, or with rivets. Minimum letter height shall be 1/2 inch. The following nameplate identification schedule shall be used:

1. Blue surface with white core for 120/208 volt equipment
2. Bright red surface with white core for all equipment related to egress power.
3. Orange surface with white core for all equipment related to low voltage systems

2.07 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
   1. Minimum Width: 3/16 inch (5 mm).
   2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
   3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
   4. Color: Black except where used for color-coding.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Verify identity of each item before installing identification products.

B. All outlet boxes, junction boxes, and pull boxes shall have their covers and exterior visible surfaces painted with colors to match the surface color scheme outlined above. This includes covers on boxes above lift out and other types of accessible ceilings.

C. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

D. Apply identification devices to surfaces that require finish after completing finish work.

E. Clean surfaces before application of labels, using materials and methods recommended by manufacturer of identification device.

F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
   1. Outdoors: UV-stabilized nylon.
   2. In Spaces Handling Environmental Air: Plenum rated.

H. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.02 IDENTIFICATION SCHEDULE

A. Accessible Raceways, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label or self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m) maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
   1. Emergency Power.
   2. DC Voltage.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
   1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
      a. Color shall be factory applied.
      b. Colors for 208/120-V Circuits:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.

c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

E. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting:
1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.
4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
   a. Power transfer switches.
   b. Inverters.
   c. Combiner switches.
   d. Controls with external control power connections.

F. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

G. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
   a. Indoor Equipment: Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
   b. Outdoor Equipment: Labels 4 inches (100 mm) high.
   c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
   d. Fasten labels with appropriate stainless steel fasteners that do not change the NEMA or NRTL rating of the enclosure.
2. Equipment to be labeled:
   a. Panelboards: Update all panelboard directories with lighting circuits served using a typewritten directory of circuits.
   b. Enclosures and electrical cabinets.
   c. Lighting controllers.
   d. Emergency system boxes and enclosures.
   e. Enclosed switches.
   f. LED Drivers.
   g. Enclosed circuit breakers.

END OF SECTION

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

A. SVR: Suppressed voltage rating.

B. SPD: Surge protection device.

1.4 SUBMITTALS

A. Product Data: For each type of panelboard, load center, switchboard, switching and overcurrent protective device, surge protection device, metering package, accessory, and components. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detailed bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for fully rated systems.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.
8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards and switchboards, showing available fault current and bracing of new equipment and indicating adequate bracing for available fault currents at each building and selective coordination settings to comply with code.
9. Coordinated layout and service/feeder routing drawings.

C. Qualification Data: For qualified testing agency.

D. Field Quality-Control Reports:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

F. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. Include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application. Third party agencies shall be amongst those accredited by the state of North Carolina.

E. Comply with NEMA PB 1.

F. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Handle and prepare panelboards for installation according to NECA 407 and NEMA PB1.

1.7 COORDINATION

A. Coordinate layout and installation of panelboards, switchboards, and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Owner's Acceptance.

1.9 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: as scheduled on the drawings.
3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Enclosures: surface-mounted cabinets.

1. Rated for environmental conditions at installed location.

    a. Indoor Dry and Clean Locations: NEMA 250, Type 1
    b. Outdoor Locations: NEMA 250, Type 3R
    c. Other Wet or Damp Indoor Locations: NEMA 250, Type 4
    d. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Provide oversized trim when replacing panelboards in existing walls as required to cover existing openings made by the panelboard replacement.
3. Hinged Front Cover: True door-in-door construction, with entire front trim hinged to box and with standard hinged door within hinged trim cover.
4. Gutter Extension and Barrier: Same gauge and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
5. Finishes:

    a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    b. Back Boxes: Galvanized steel.

c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.

6. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.

B. Incoming Mains Location: Top and bottom, as required by installation. Contractor shall coordinate mains locations with installation of feeders and services.

C. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.

D. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Mechanical type.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
4. Where indicated on Drawings:
   a. Double Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as main device, either on the line side of main device or load side, as indicated on the drawings. Feed through lugs are not acceptable.

E. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices. Provide equipped spaces for the full available vertical bus height of the panelboard or switchboard. Provide spare devices as indicated on schedules and drawings.

F. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

G. Feed-through panelboards are not permitted.

H. Provide arc energy reduction for circuit breakers per the NEC.

2.2 DISTRIBUTION PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.
2. GE by ABB.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, power and feeder distribution type.

C. Doors: Door-in-door construction with continuous piano hinge, with interior piano hinged door. Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.

D. Mains: As indicated.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal. Frame sizes shall be suitable for up to 250 ampere device for devices rated 125 to 250 amperes, 400 amperes for devices rated over 250 amperes to 400 amperes. For larger circuit breaker sizes, refer to the drawings.

G. Provide electronic trip, adjustable circuit breakers where indicated on the drawings and as required for selective coordination to meet code requirements.

H. Feed-through panelboards are not permitted.

I. Provide arc energy reduction for circuit breakers per the NEC.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.
2. GE by ABB.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: As indicated.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Door in door construction with continuous piano hinge. Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

F. Feed-through panelboards are not permitted.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger. Electronic trip units with short time, long time, and instantaneous for selective coordination as indicated and as required by code.

2. 100% rated where indicated on the drawings and schedules.

3. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

   a. Standard frame sizes, trip ratings, and number of poles.
   b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
   c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
   d. Multipole units enclosed in a single housing or factory assembled to operate as a single unit.
   e. Handle Clamp: Loose attachment, for holding circuit-breaker handle in an "on" position.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store panelboards according to NECA 407 and NEMA PB 1.1.

B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

C. Verify existing field conditions for installation. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

D. Verify existing conduit locations for top or bottom entrance for panelboards prior to shop drawing submittal.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.

B. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.

C. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

D. Install overcurrent protective devices and controllers not already factory installed.

   1. Set field-adjustable, circuit-breaker trip ranges.

E. Install filler plates in unused spaces.

F. Stub four 1-inch (27-GRC) empty conduits from panelboard into accessible ceiling space if available, when installing panelboards in existing walls.

G. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

H. Comply with NECA 1.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Division 26 Section "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

E. Provide label indicating calculated available fault current and date of calculation was performed. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems." Available fault current values are annotated in the riser diagram included with the project drawings. Coordinate with Engineer for exact date of fault current calculation to be incorporated into the label.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency such as UL or MET to perform tests and inspections where required to relabel panelboard modifications, for example, when new panelboard interiors are installed into existing panelboard cabinets.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

C. Notify the Electrical Inspector, the Engineer, and the Owner, to schedule required inspections. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

D. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

E. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Perform digital thermography of the entire installed system, excluding load centers in the apartments.
3. Correct loose connections or other abnormalities such as malfunctioning units and retest to demonstrate compliance; otherwise, replace with new units and retest.

F. Panelboards will be considered defective if they do not pass tests and inspections.

G. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable component to function smoothly and lubricate as recommended by manufacturer.

B. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the buildings and at time directed.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

END OF SECTION 26 24 16

SECTION 262813

FUSES

1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and Technical specifications apply to this section.

1.2 SUMMARY
A. Section Includes:
1. Cartridge fuses rated 600 V ac and less for use in the following:
a. Control circuits.
b. Enclosed switches.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
2. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in PDF format.
3. Coordination charts and tables and related data.

1.4 FIELD CONDITIONS
A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

2 - PRODUCTS

2.1 MANUFACTURERS
A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Bussmann, an Eaton business.
2. Littelfuse..
3. Mersen USA.
4. Siemens
5. Schneider
B. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

2.2 CARTRIDGE FUSES
A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
1. Type RK-1: 250-V, zero- to 600-A rating, 200 kAIC, time delay.
2. Type RK-5: 250-V, zero- to 600-A rating, 200 kAIC, time delay.
3. Type J: 600-V, zero- to 600-A rating, 200 kAIC, time delay.
B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
C. Comply with NEMA FU 1 for cartridge fuses.
D. Comply with NFPA 70.
E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

3 - EXECUTION

3.1 EXAMINATION

A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.
B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Cartridge Fuses:
   1. Feeders: Class RK1, time delay or Class J, time delay.
   2. Motor Branch Circuits: Class RK5, time delay.
   3. Power Electronics Circuits: Class J, high speed.
   4. Other Branch Circuits: Class RK5, time delay.
   5. Control Transformer Circuits: Class CC, time delay, control transformer duty.
   6. Provide open-fuse indicator fuses or fuse covers with open fuse indication.

3.3 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.4 IDENTIFICATION

A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION

SECTION 262816

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and technical specifications and provisions of the Contract apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Fusible switches.
   2. Non-fusible switches.
   5. Enclosures.

1.03 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
   1. Enclosure types and details for types other than NEMA 250, Type 1.
   2. Current and voltage ratings.
   3. Short-circuit current ratings (interrupting and withstand, as appropriate).
   4. Include evidence of NRTL listing for series rating of installed devices.
   5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
   6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
   1. Wiring Diagrams: For power, signal, and control wiring.

1.05 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. Include the following:
   1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
   2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

1.06 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.

1.07 QUALITY ASSURANCE

A. Source Limitations: Obtain enclosed switches, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NFPA 70.

1.08 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
   1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
   2. Altitude: Not exceeding 6600 feet.

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
   1. Notify Owner and Engineer no fewer than ten working days in advance of proposed interruption of electric service to any panelboard.
   2. Do not proceed with interruption of electric service to panelboards without Owner's written permission.
   4. Comply with NFPA 70E.

1.09 COORDINATION

A. Coordinate layout and installation of switches and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.01 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Square D; a brand of Schneider Electric.
   2. General Electric.
   3. Eaton/Cutler-Hammer.
   4. Siemens.

B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:
   1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
   2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors. Provide only where noted on Drawings or required for circuit.
   3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
   4. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Provide only where noted on Drawings or required for circuit.

6. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.02 NON-FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Square D; a brand of Schneider Electric.
   2. General Electric.
   3. Eaton/Cutler-Hammer.
   4. Siemens.

B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:
   1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
   2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors. Provide only where noted on Drawings or required for circuit.
   3. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Provide only where noted on Drawings or required for circuit.
   5. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.03 ENCLOSURES

A. NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed locations.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.

2. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

C. Install fuses in fusible devices.

d. Comply with NECA 1.

3.03 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
   1. Identify field-installed conductors, interconnecting wiring, and components; provide identification labels indicating source of power by panelboard and circuit breaker, and identify load served.
   2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.04 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:
   1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
   2. Test continuity of each circuit.

C. Tests and Inspections:
   1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
   2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
   3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

3.05 ADJUSTING

A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.

END OF SECTION 262816

SECTION 26 5119

LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following types of LED luminaires:

1. LED cove mounted strip lighting system.
2. Materials.
3. Finishes.
4. Luminaire supports.

B. Related Requirements:

1. Section 26 0923"Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.2 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, arranged by designation.

B. Shop Drawings: For LED cove lighting.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.
4. Indicate the arrangement of lighting components in electrical rooms and in coves.
5. Provide a mock up of one system for owner's approval prior to installation of the cove lighting system.

C. Product Schedule: Refer to the drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of luminaire.

B. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Standards:

1. ENERGY STAR certified.
2. California Title 24 compliant.
3. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
4. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
5. UL Listing: Listed for damp location.

C. CRI of minimum 90 and CCT as specified on the fixture schedule.

D. Minimum rated LED life of 50,000 hours to L70 (or as specified).

E. Lamps dimmable from 100 percent to 1 percent of maximum light output unless otherwise noted.

F. External driver matched to LED tape light length.

2.2 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit replacing LED tape light without use of tools. LED drivers shall be field replaceable and located in electrical rooms. Refer to drawings.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE SUPPORT

A. Follow manufacturer requirements for mounting in existing cove.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Comply with requirements in Section 26 0519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

D. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 0553 "Identification for Electrical Systems."

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION