



## Project Manual

### SPARTANBURG COMMUNITY COLLEGE Gaines Building Office Renovation

Spartanburg, South Carolina

Architect's Project Number: ACST250006

Project Number: H59-N322-JM

Bid Documents Submittal

June 23, 2025

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**PROJECT NUMBER:** H59-N322-JM

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SE-310

## INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Spartanburg Community CollegePROJECT NAME: SCC - Gaines Building Office RenovationPROJECT NUMBER: H59-N322-JM CONSTRUCTION COST RANGE: \$ 200,000 to \$ 240,000PROJECT LOCATION: 131 Community College Dr., Spartanburg, SC 29303DESCRIPTION OF PROJECT/SERVICES: Conversion of the Gaines Building Print shop into office space. The scope of services is the upfit of an existing +/- 2,500 SF space in the Gaines building.BID/SUBMITTAL DUE DATE: 8/21/26 TIME: 2:00 PM NUMBER OF COPIES: 1PROJECT DELIVERY METHOD: Design-Bid-BuildAGENCY PROJECT COORDINATOR: David BarberEMAIL: barberd@sccsc.edu TELEPHONE: (864)592-4960DOCUMENTS MAY BE 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 Contactor 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 source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders &amp; bidders will be via email or website posting.

Agency **WILL NOT** accept Bids sent via email.*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: Goodwyn Mills Cawood, LLC A/E CONTACT: Josh Bagwell, AIA, NCARB, GGP, LEED APEMAIL: josh.bagwell@gmcnetwork.com TELEPHONE: (843)991-8431PRE-BID CONFERENCE: Yes  No MANDATORY ATTENDANCE: Yes  No PRE-BID DATE: 8/6/2025TIME: 11:00 AMPRE-BID PLACE: Room G15, 131 Community College Dr., Spartanburg, SC 29303BID OPENING PLACE: Room Led 106, 103 Community College Dr., Spartanburg, SC 29303**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Sheri Johnson - BID ENCLOSEDRoom 240, Ledbetteer Building,103 Community College Drive, Spartanburg, SC 29303**MAIL SERVICE:**Attn: Sheri Johnson - BID ENCLOSEDSpartanburg Community College, 131 Community College Dr.,Spartanburg, SC 29303IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? *(Agency MUST check one)*Yes No 

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

*(OSE Project Manager)*

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

## *Instructions to Bidders*

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

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

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

## *Instructions to Bidders*

for the following Project:

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

Spartanburg Community College

131 Community College Dr.

Spartanburg, SC 29303

SCC - Gaines Building Office Renovation

Project Number: H59-N322-JM

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

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

### THE OWNER:

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

Spartanburg Community College

131 Community College Dr.

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)*

Goodwyn Mills Cawood, LLC

117 Welborn St.

Greenville, SC 29601

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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.

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

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

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

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

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

#### § 2.2.5 Drug Free Workplace Certification

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

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

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

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

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

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

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

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

### § 2.2.7 Ethics Certificate

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

### § 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

### § 2.2.9 Open Trade Representation

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

### § 3.1.3 Reserved

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

§ 4.1.5 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".

§ 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 of the surety.

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

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

#### § 4.3 Submission of Bids

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

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

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

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

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

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

#### § 4.4 Modification or Withdrawal of Bid

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

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

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

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

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

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

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

#### § 5.2 Rejection of Bids

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

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

- .1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- .2 Failure to deliver the Bid on time;
- .3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
- .4 Listing an invalid electronic Bid Bond authorization number on the Bid Form;
- .5 Failure to 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

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

### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Responsibility

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

### § 6.2 Reserved

### § 6.3 Submittals

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

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

### § 6.4 Posting of Intent To Award

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

**Room or Area of Posting:**

**Building Where Posted:**

**Address of Building:**

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

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

### § 6.5 Protest of Solicitation or Award

§ 6.5.1 If you are aggrieved in connection with the solicitation or award of a contract, you may be entitled to protest, but only as provided in S.C. Code Ann. § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice 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](mailto:protest-ose@mmo.sc.gov),
- .2 by facsimile at 803-737-0639, or
- .3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

## 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
See Index of Drawings	See Index of Drawings	06/23/2025

- .5 Specifications

Section	Title	Date	Pages
See Table of Contents	See Table of Contents	06/23/2025	

.6 Addenda:

Number	Date	Pages
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.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](http://www.sctax.org)

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

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

## § 9.2 Submitting Confidential Information

§ 9.2.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains 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 SCOE Version, which, unless provided otherwise in the Bid Documents, requires the contractor to provide builder's risk insurance on the project.

## § 9.5 Tax Credit For Subcontracting With Minority Firms

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

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

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

## § 9.6 Other Special Conditions Of The Work

SCC - GAINES BUILDING OFFICE RENOVATION  
SPARTANBURG COMMUNITY COLLEGE  
SPARTANBURG, SOUTH CAROLINA

GMC Project Number: ACST250006  
State Project Number: H59-N322-JM  
Bid Documents: 06/23/2025

BID BOND – AIA310 - 2010 edition

**Note: AIA Document**

**Contractor to Provide Bid Bond In the form of AIA A310 - 2010  
edition**

END OF SECTION 01 10 00

**SE-330****LUMP SUM BID FORM***Bidders shall submit bids on only Bid Form SE-330.*

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**BID SUBMITTED BY:** \_\_\_\_\_  
*(Bidder's Name)***BID SUBMITTED TO:** \_\_\_\_\_  
*(Agency's Name)***FOR: PROJECT NAME:** SCC - Gaines Building Office Renovation  
**PROJECT NUMBER:** H59-N322-JM**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):* Conversion of the Gaines Building Print shop into office space. The scope of services is the upfit of an existing +/- 2,500 SF space in the Gaines building.

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\$ \_\_\_\_\_, 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*): Corridor R13: Demolition and replacement of existing finishes in Corridor R13. **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.

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>			<u>\$</u>	<u>\$</u>
<u>2.</u>			<u>\$</u>	<u>\$</u>
<u>3.</u>			<u>\$</u>	<u>\$</u>
<u>4.</u>			<u>\$</u>	<u>\$</u>
<u>5.</u>			<u>\$</u>	<u>\$</u>
<u>6.</u>			<u>\$</u>	<u>\$</u>

SE-330

## LUMP SUM BID FORM

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

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

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME <i>(Completed by Agency)</i>	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Agency)</i>	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR <i>(Required - must be completed by Bidder)</i>	(D) SUBCONTRACTOR's and/or PRIME CONTRACTOR's SC LICENSE NUMBER <i>(Requested, but not Required)</i>
<b>BASE BID</b>			
Electrical	EL		
Heating	HT		
Plumbing	PB		
Air Conditioning	AC		
<b>ALTERNATE #1</b>			
<b>ALTERNATE #2</b>			
<b>ALTERNATE #3</b>			

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

SE-330

## LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

**SE-330****LUMP SUM BID FORM****§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):**

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to 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 75 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:** \_\_\_\_\_

**SE-330**  
**LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**

SC Contractor's License Number(s): \_\_\_\_\_

Classification(s) &amp; Limits: \_\_\_\_\_

Subclassification(s) &amp; Limits: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT** made as of 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 Dr.  
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)

Spartanburg Community College  
131 Community College Dr.  
Spartanburg, SC 29303  
SCC - Gaines Building Office Renovation  
Project Number: H59-N322-JM

The intent of the project is the Conversion of the Gaines Building Print shop into office space.

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

Goodwyn Mills Cawood, LLC  
117 Welborn St.  
Greenville, SC 29601

The Owner and Contractor agree as follows.

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

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

## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

#### § 3.3 Substantial Completion

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

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

## ARTICLE 4 CONTRACT SUM

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

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

### § 4.2 Alternates

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

*(Insert the accepted Alternates.)*

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

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

*(Identify each allowance.)*

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

### § 4.4 Unit prices, if any:

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

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

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

### § 4.6 Other:

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

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

## **§ 5.2 Final Payment**

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

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

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

## **ARTICLE 6 DISPUTE RESOLUTION**

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

## **ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** The Owner’s representative:

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

**Name:** Ethan R. Burroughs

**Title:** Vice President of Finance

**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 W. 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:**

**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:** Josh Bagwell, AIA, NCARB, GGP, LEED AP  
**Title:** Architecture Practice Leader, Charleston  
**Address:** 117 Welborn Street, Greenville, SC 29601  
**Telephone:** 843-991-8431  
**Email:** josh.bagwell@gmcnetwork.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.

- .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
See Index of Drawings	See Index of Drawings	06/23/2025

- .6 Specifications

Section	Title	Date	Pages
See Table of Contents	See Table of Contents	06/23/2025	

- .7 Addenda, if any:

Number	Date	Pages

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

**.8 Other Exhibits:**

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9 Other documents, if any, listed below:**

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

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

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

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

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

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

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

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**OWNER** (*Signature*)

Ethan R. Burroughs, Vice President of Finance

*(Printed name and title)*

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**CONTRACTOR** (*Signature*)

*(Printed name and title)*

# 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)*

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

### **THE OWNER:**

*(Name, legal status and address)*

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

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

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

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

### **THE CONTRACTOR:**

*(Name, legal status and address)*

## **TABLE OF ARTICLES**

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

### **ARTICLE A.1 GENERAL**

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

## ARTICLE A.2 OWNER'S INSURANCE

### § A.2.1 General

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

### § A.2.2 Liability Insurance

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

### § A.2.3 Reserved

#### § A.2.3.1 Reserved

##### § A.2.3.1.1 Reserved

##### § A.2.3.1.2 Reserved

##### § A.2.3.1.3 Reserved

##### § A.2.3.1.4 Reserved

##### § A.2.3.2 Reserved

##### § A.2.3.3 Reserved

### § A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.



#### § A.2.4.1 Other Insurance

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

Coverage	Limits
----------	--------

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

### § A.3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ A.3.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
----------------	-----------

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

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

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

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

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

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

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

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

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

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

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

**§ A.3.4.2.1 Reserved**

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

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

**§ A.3.4.2.4 Boiler and Machinery Insurance**

The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

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

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

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

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

Type	Penal Sum (\$0.00)
Payment Bond	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:

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

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

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

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

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

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

### **for the following PROJECT:**

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

Spartanburg Community College  
131 Community College Dr.  
Spartanburg, SC 29303  
SCC - Gaines Building Office Renovation  
Project Number: H59-N322-JM

### **THE OWNER:**

*(Name, legal status, and address)*

Spartanburg Community College  
131 Community College Dr.  
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.

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

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

### **THE ARCHITECT:**

*(Name, legal status, and address)*

Goodwyn Mills Cawood, LLC  
117 Welborn St.  
Greenville, SC 29601

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

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

#### **§ 1.1.10 State Engineer**

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

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

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

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

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

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

#### **§ 1.3 Capitalization**

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

#### **§ 1.4 Interpretation**

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

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

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

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

#### **§ 1.6 Notice**

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

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

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Reserved**

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

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

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

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of 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

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

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

**§ 3.13 Use of Site**

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

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

**§ 3.14 Cutting and Patching**

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

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

**§ 3.15 Cleaning Up**

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

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

**§ 3.16 Access to Work**

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

**§ 3.17 Royalties, Patents and Copyrights**

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

**§ 3.18 Indemnification**

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

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

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

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

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

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

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 6.1.4 Reserved**

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### **§ 6.3 Owner’s Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

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

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

- .1 For the Contractor, for Work performed by the Contractor's own forces, 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

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

#### **§ 7.5 Pricing Data and Audit**

##### **§ 7.5.1 Cost or Pricing Data**

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

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

##### **§ 7.5.3 Records Retention**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

#### **§ 8.2 Progress and Completion**

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

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

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

**§ 8.3 Delays and Extensions of Time**

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

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

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

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

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 Contract Sum**

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

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

**§ 9.2 Schedule of Values**

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

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

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

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

### **§ 9.3 Applications for Payment**

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

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

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

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

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

### **§ 9.4 Certificates for Payment**

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

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

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

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

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

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

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

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

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

### **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 10.3 Hazardous Materials and Substances**

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

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

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

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

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

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

#### **§ 10.3.6 Reserved**

### **§ 10.4 Emergencies**

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

## **ARTICLE 11 INSURANCE AND BONDS**

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

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

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

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

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

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

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

## **§ 11.2 Owner's Insurance**

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

## **§ 11.2.2 Reserved**

## **§ 11.2.3 Reserved**

## **§ 11.3 Waivers of Subrogation**

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

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

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

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

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

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

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

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

**§ 11.5.2** Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

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

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

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

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

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

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

### **§ 13.4 Tests and Inspections**

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

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

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

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

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

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

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

### **§ 13.5 Interest**

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

### **§ 13.6 Procurement of Materials by Owner**

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

### **§ 13.7 Interpretation of Building Codes**

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

### **§ 13.8 Minority Business Enterprises**

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

### **§ 13.9 Illegal Immigration**

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

### **§ 13.10 Drug-Free Workplace**

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

### **§ 13.11 False Claims**

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

## **§ 13.12 Prohibited Acts**

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

## **§ 13.13 Open Trade (Jun 2015)**

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

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

## **§ 14.1 Termination by the Contractor**

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

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

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

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

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

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

### **§ 14.2.1 The Owner may terminate the Contract if the Contractor**

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

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

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

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

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

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

### **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

### **§ 14.4 Termination by the Owner for Convenience**

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

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

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

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

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

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

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

#### § 15.1.2 Reserved

#### § 15.1.3 Notice of Claims

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

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

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

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

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

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

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

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

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

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

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

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

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

## **§ 15.2 Reserved**

## **§ 15.3 Reserved**

## **§ 15.4 Reserved**

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

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

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

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

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

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

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

### **§ 15.6 Dispute Resolution**

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

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

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

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

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

#### **§ 15.6.5 Service of Process**

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

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

SCC - GAINES BUILDING OFFICE RENOVATION  
SPARTANBURG COMMUNITY COLLEGE  
SPARTANBURG, SOUTH CAROLINA

GMC Project Number: ACST250006  
State Project Number: H59-N322-JM  
Bid Documents: 06/23/2025

Agency: Spartanburg Community College  
Project Name: SCC - Gaines Building Office Renovation  
Project Number: H59-N322-JM

CONTRACTOR'S ONE YEAR GUARANTEE

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

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

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

1. Defects or failures resulting from abuse by Owner.
2. Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

\_\_\_\_\_  
(Name of Contracting Firm)

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

Title \_\_\_\_\_

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

Sworn To before me this

\_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_ (SEAL)

\_\_\_\_\_  
(STATE)

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

ONE YEAR GUARANTEE FORM

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

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

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to constructState Project Name: SCC - Gaines Building Office RenovationState Project Number: H59-N322-JMBrief Description of Awarded Work: The intent of the project is the Conversion of the Gaines Building Print shop into office space. The scope of services is the upfit of an existing +/- 2,500 SF space in the Gaines building.in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Goodwyn Mills & Cawood, LLC  
Address: 117 Welborn Street  
Greenville, SC 29601

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

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_  
*(shall be no earlier than Date of Contract)***BOND NUMBER** \_\_\_\_\_**CONTRACTOR**By: \_\_\_\_\_  
**(Seal)**

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

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

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

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

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

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

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

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

SE-355

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

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

**SE-357****LABOR & MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*Name: \_\_\_\_\_  
Address: \_\_\_\_\_hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*Name: \_\_\_\_\_  
Address: \_\_\_\_\_hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to constructState Project Name: SCC - Gaines Building Office RenovationState Project Number: H59-N322-JMBrief Description of Awarded Work: The intent of the project is the Conversion of the Gaines Building Print shop into office space. The scope of services is the outfit of an existing +/- 2,500 SF space in the Gaines building.in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Goodwyn Mills & Cawood, LLC  
Address: 117 Welborn Street  
Greenville, SC 29601

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\_\_\_\_\_  
*(shall be no earlier than Date of Contract)***BOND NUMBER** \_\_\_\_\_**CONTRACTOR**By: \_\_\_\_\_  
**(Seal)**

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

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

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

*(Additional Signatures, if any, appear on attached page)***SURETY**By: \_\_\_\_\_  
**(Seal)**

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

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

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

SE-357

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

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

**13. DEFINITIONS**

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

SE-380

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

## CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT

AGENCY: Spartanburg Community CollegePROJECT NAME: SCC - Gaines Building Office RenovationPROJECT NUMBER: H59-N322-JM

CONTRACTOR: \_\_\_\_\_

This Contract is changed as follows: *(Insert description of change in space provided below.)***ADJUSTMENTS IN THE CONTRACT SUM:**

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

	\$
	\$ 0.00
	\$ 0.00

**ADJUSTMENTS IN THE CONTRACT TIME:**

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

	Days
	Days
	0 Days

**AGENCY ACCEPTANCE AND CERTIFICATION:**

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Representative)

Print Name of Representative: \_\_\_\_\_

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

1. SE-380, completed and signed by the Agency.
2. SE-380, Page 2, completed and signed by the Contractor, A/E and Agency, with back-up information to support request.

SE-380, Page 2

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

## CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD

AGENCY: Spartanburg Community CollegePROJECT NAME: SCC - Gaines Building Office RenovationPROJECT NUMBER: H59-N322-JM

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
<b>Direct Costs</b> <small>(Provide back-up, including hourly rates, invoices, manhours, etc.)</small>	1. Labor			
	2. Materials (including Sales Tax)			
	3. Rental Charges			
	4. Subtotal Direct Costs (sum lines 1 – 3)	\$ 0.00	\$ 0.00	\$ 0.00
<b>Contractor Markup</b> (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
<b>Additional Bonding, Insurance and Permit Costs Associated with Change Order</b>	9. Bonds			
	10. Insurance			
	11. Permits, Licenses or Fees			
	12. Subtotal (sum lines 9 – 11)	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	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: \_\_\_\_\_

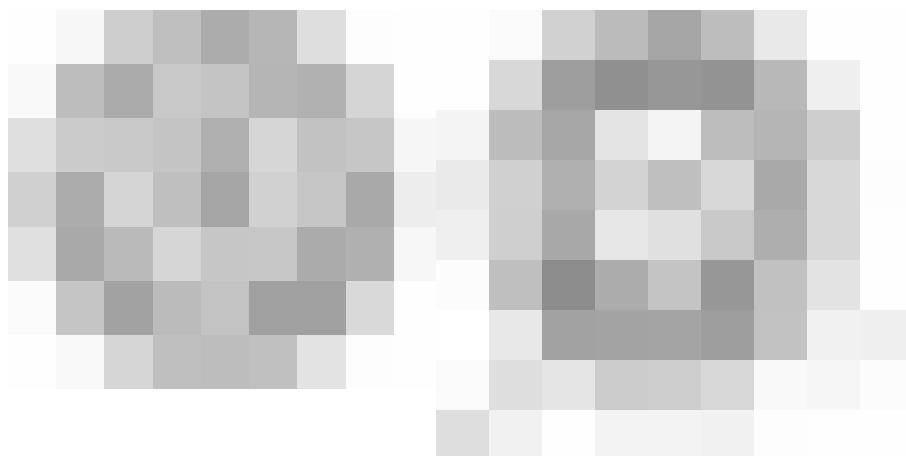
**Instruction to Contractor:** Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.

**SECTION 00 10 07 – SEALS PAGE**

**ARCHITECTURAL**



**ELECTRICAL**



**MECHANICAL and PLUMBING**



**SECTION 00 65 14 – CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING PRODUCTS**

**PROJECT NAME** Gaines Building Office Renovation  
**PROJECT #** H59-N322-JM  
**CITY** SPARTANBURG  
**STATE** SOUTH CAROLINA

Date \_\_\_\_\_

Project \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that to the best of my knowledge the projects and materials incorporated into the above referenced project are free of asbestos and asbestos-containing materials

Company \_\_\_\_\_  
(name of firm or corporation making certification)

Represented By \_\_\_\_\_  
(person authorized to sign)

Title \_\_\_\_\_  
(owner/partner/president/vice president)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

**Attest:**

By \_\_\_\_\_

Title \_\_\_\_\_

**END OF DOCUMENT 00 65 14**

**SECTION 00 65 36 – CONTRACTOR'S GENERAL WARRANTY/CERTIFICATION**

**PROJECT NAME:** Gaines Building Office Renovation

**LOCATION:** Spartanburg, South Carolina

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the project for Spartanburg Community College in **Spartanburg, South Carolina**, against any and all defects due to faulty materials or workmanship or negligence for a period of 12 months, or such longer periods as set forth in the Contract Documents, from the effective date of this warranty. This Contractor further warrants all work incorporated in this project to remain leakproof and watertight at all points for a period of 24 months from the effective date of this Warranty.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damage caused by acts of God or other casualty beyond the control of the Contractor.

This Warranty shall be in addition to other warranties or guarantees set forth in the Contract Documents, and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

(Corporate seal)

Subscribed and sworn before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**END OF DOCUMENT 00 65 36**

## **SECTION 01 10 00 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Work under other contracts.
3. Owner-furnished products.
4. Use of premises.
5. Owner's occupancy requirements.
6. Work restrictions.
7. Specification formats and conventions.

B. Related Sections include the following:

1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### **1.3 WORK COVERED BY CONTRACT DOCUMENTS**

A. Project Identification: Gaines Building Office Renovation  
Spartanburg Community College  
131 Community College Dr.  
Spartanburg, SC 29303

1. Architect's Project #: ACST250006
2. State Project #: H59-N322-JM

B. Owner: Spartanburg Community College

1. Representative: David W. Barber, SCEM/EL  
Project Manager, Campus Operations  
131 Community College Dr. Spartanburg, SC 29303  
864-592-4960  
barberd@sccsc.edu

C. Architect: Goodwyn Mills & Cawood  
117 Welborn St.  
Greenville, SC 29601  
864-527-0460

1. Representative: Josh Bagwell, AIA, NCARB, GGP, LEED AP  
Vice President – Architecture

843-991-8431  
[josh.bagwell@gmcnetwork.com](mailto:josh.bagwell@gmcnetwork.com)

Summary of the work covered by the contract:

- a. The intent of the project is the Conversion of the Gaines Building Print shop into office space. The scope of services is the upfit of an existing +/- 2,500 SF space in the Gaines building.

#### **1.4 WORK PHASES**

- A. The Work shall be conducted in a single phase.

#### **1.5 WORK UNDER OTHER CONTRACTS**

- A. General: The project is to be conducted under a single-prime General Contractor based upon the complete Bid Package. The owner will / may contract with other contractors to perform specialty items and or construction. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

#### **1.6 OWNER-FURNISHED PRODUCTS**

- A. Owner will furnish products indicated.
  1. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
  2. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.

#### **1.7 USE OF PREMISES**

- A. General: Contractor shall have unlimited use of premises for construction operations as indicated on Drawings by the Contract limits to architectural site plan.
  1. Areas of the building outside the area of work **WILL** be occupied during construction. It is the responsibility of the Contractor to provide the necessary provisions to maintain a safe and secure construction site including the following:
    - a. Provide perimeter secure barrier protection for adjacent spaces.
    - b. Notify the Owner and the Architect of changes to the site security as the work progresses. Changes in the site organization are permitted as work in areas is completed and access to other areas becomes necessary. Provide a minimum of seven (7) day advanced notice to the Owner / Architect prior to making changes to the site organization and safety / security provisions.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of the building on Project site beyond areas in which the Work is indicated.
  1. Owner Occupancy: Allow for Owner occupancy of Project site for work contracted separately.

2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing adjacent building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
  1. The contractor may **NOT** use the existing premise for any other purpose than the construction of the work as described in the documents. Do not interact with the Campus Occupants, other than those designated in these Documents or as designated by the Owner.

## 1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner will occupy a portion of the existing building during most of the construction period. Cooperate with Owner during construction operations to minimize conflicts and adjacent facility usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  1. Noisy and/or disruptive work may be performed during normal working hours. Notify the Owner of any work that is excessively noisy or disruptive.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in the completed building, at the time of Substantial Completion, provided such occupancy does not interfere with Final Completion of the Work. Such placement of equipment shall not constitute acceptance of the total Work.
  1. Architect will prepare a Certificate of Substantial Completion for the completed work before Owner occupancy.
  2. A Certificate of Occupancy / Use will be prepared by the Architect / Agency and shall be issued by the local Authority having Jurisdiction (OSE) prior to any Owner occupancy.
  3. Before Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
  4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

## 1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except otherwise indicated.
  1. Weekend Hours: As agreed during the preconstruction meeting.
  2. Early Morning Hours: As agreed during the preconstruction meeting.

3. Hours for Utility Shutdowns: Seven (7) days prior written notice and Owner prior approval required.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  1. Notify Owner in writing not less than seven (7) days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.

## **1.10 SPECIFICATION FORMATS AND CONVENTIONS**

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

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 10 00**

## **SECTION 01 25 00 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### **1.2 MINOR CHANGES IN THE WORK**

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

#### **1.3 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

#### **1.4 CHANGE ORDER PROCEDURES**

A. On Owner's approval of a Proposal Request, Contractor will issue a Change Order for signatures of Owner and Contractor on SE-380 Change Order to Design-Bid-Build Contract.

#### **1.5 CONSTRUCTION CHANGE DIRECTIVE**

A. Construction Change Directive: Architect may issue a Construction Change Directive that instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  - a. If the change in the contract sum cannot be determined prior to the start of the work or if a delay in starting of the work would cause other delays to the project schedule, the Contractor shall perform the work described in the Change Directive and the Owner / Architect & Contractor will agree to the cost of the change after the work is complete.

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

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

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 25 00**

## **SECTION 01 29 00 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

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

#### **1.2 DEFINITIONS**

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

#### **1.3 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Submit the Schedule of Values to Architect within ten (10) days of the full execution of the Agreement..
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Provide a separate line item for closeout documents. Value must be greater than or equal to .5% of the contract value.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### **1.4 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
  1. Submit Draft Pay Application no later than the 25<sup>th</sup> of the Month for review by the Owner and Architect.
  2. The Invoice Date shall be the last day of the month.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

- a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

- 1. List of subcontractors.
- 2. Schedule of Values.
- 3. Contractor's Construction Schedule.
- 4. Schedule of unit prices.
- 5. Submittals Schedule.
- 6. List of Contractor's staff assignments.
- 7. Copies of building permits.
- 8. Certificates of insurance and insurance policies.
- 9. Performance and payment bonds.

G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

- 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

- 1. Evidence of completion of Project closeout requirements.
- 2. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
- 3. AIA Document G707, "Consent of Surety to Final Payment."
- 4. Evidence that claims have been settled.
- 5. Transmittal of required Project construction records to the Owner.
- 6. Proof that taxes, fees, and similar obligations were paid.
- 7. Removal of temporary facilities and services.
- 8. Removal of surplus materials, rubbish, and similar elements.

SCC - GAINES BUILDING OFFICE RENOVATION  
SPARTANBURG COMMUNITY COLLEGE  
SPARTANBURG, SOUTH CAROLINA

GMC Project Number: ACST250006  
State Project Number: H59-N322-JM  
Bid Documents: 06/23/2025

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 29 00**

## **SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.
5. Requests for Interpretation (RFIs).

#### **1.2 DEFINITIONS**

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### **1.3 COORDINATION**

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

#### **1.4 SUBMITTALS**

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements.
    - c. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Key Personnel Names: Within 7 calendar days of starting construction operations, submit a list of principle staff assignments, including Field Superintendent and Project Manager for the Project to the owner for approval.
  - 1. Submittal Form: As noted in the Series 0 Bidding Requirements and Contract Forms.
  - 2. Provide all contact information including home and mobile phone numbers.

#### **1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

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

#### **1.6 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Attend a preconstruction conference scheduled by the Owner before starting construction.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Critical work sequencing and long-lead items.
- d. Designation of key personnel and their duties.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for RFIs.
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. Quality control requirements.
- l. Preparation of Record Documents.
- m. Use of the premises.
- n. Responsibility for temporary facilities and controls.
- o. Parking availability.
- p. Office, work, and storage areas.
- q. Equipment deliveries and priorities.
- r. First aid.
- s. Security.
- t. Progress cleaning.
- u. Working hours.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) RFI status.
    - 5) Field report issues requiring action.
    - 6) Deliveries.
    - 7) Progress cleaning.
    - 8) Quality and work standards.
    - 9) Status of Change Orders.
  2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

## 1.7 REQUESTS FOR INTERPRETATION (RFIs)

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

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each Project Meeting. The Submittal log shall include not less than the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 31 00**

## **SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Field condition reports.
  - 6. Special reports.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.

#### **1.2 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Milestone: A key or critical point in time for reference or measurement.

J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

### **1.3 SUBMITTALS**

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit four copies of schedule. Arrange the following information in a tabular format:
  1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit four opaque copies.
  1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Contractor's Construction Schedule: Submit four opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
  1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

F. CPM Reports: Concurrent with CPM schedule, submit one copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

G. Daily Construction Reports: Submit four copies at monthly intervals.

H. Field Condition Reports: Submit four copies at time of discovery of differing conditions.

I. Special Reports: Submit four copies at time of unusual event.

#### **1.4 QUALITY ASSURANCE**

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
4. Review schedule for work of Owner's separate contracts.
5. Review time required for review of submittals and resubmittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for completion and startup procedures.
8. Review and finalize list of construction activities to be included in schedule.
9. Review submittal requirements and procedures.
10. Review procedures for updating schedule.

## 1.5 PERFORMANCE MONITORING

- A. Owner may elect throughout, or at any time during, the Project to record the number of workers and construction equipment working on each construction schedule activity in each area of the Project. Owner's request for this information will be without additional cost to the project and shall be provided within five workdays of receipt of the Owner's written request. This information will be used by the Owner to evaluate the adequacy of the Contractor's performance and project manpower staffing, as well as any Contractor claims.
- B. The Contractor is required to attend all construction coordination meetings. As such, the Contractor shall prepare a three-week rolling bar chart one week behind the date of the meeting depicting work completed, and three weeks look-ahead. The bar chart should be sorted by Area by Total Float. Information to be shown on the bar chart includes: Activity ID, Activity Description, Original Duration, Remaining Duration, Percent Complete, Area Code, Responsibility Code, Early Start/Actual Start, Early Finish, and Total Float.

## 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## **2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

## **2.3 PRELIMINARY CONSTRUCTION SCHEDULE**

- A. Within 15 work days of Notice to Proceed, submit a Preliminary Schedule detailing planned work/operations for the first 90 calendar days of the Project with sufficient detail to allow progress payments to be made from the Preliminary Schedule while the Baseline Schedule is being developed and approved, and summary level activities representing major components of work included in the Contract for the balance of the Project performance period through to the Substantial Completion Date. All activities shown in the Preliminary Schedule shall be cost loaded, including the summary level activities.
- B. The Preliminary Schedule shall be updated on a monthly basis and shall be consistent with the procedures and requirements described for Baseline Schedule.
- C. Within 10 workdays of receipt by the Owner of the Preliminary Schedule, the Contractor and the Owner shall meet to discuss the results of Owner's schedule review. To the extent that revisions are required, the Contractor shall resubmit the Preliminary Schedule to Owner for approval within five workdays of receipt of Owner's comments.

## **2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)**

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and commissioning.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
  1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediately preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  1. Identification of activities that have changed.

2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.

15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## **2.6 SPECIAL REPORTS**

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

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Scheduling Representative: Engage a qualified scheduling representative to provide planning, evaluation, and reporting using CPM scheduling.
  1. Within five work days after the date of Notice to proceed, designate in writing an authorized scheduler or scheduling representative in the Contractor's organization who shall be responsible for coordinating with the Owner during the preparation and maintenance of the Project Schedule.
  2. Meetings: Scheduling representative shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Distribution: Distribute copies of approved schedule to Architect and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

### **3.2 RESPONSIBILITY FOR COMPLETION**

- A. If, in the owner's opinion, the Contractor falls behind the planned progress as noted by negative float shown on the current monthly Schedule Update, the Contractor shall take any and all steps necessary to improve its progress at no additional cost to the Project. This shall not be construed as prohibiting the contractor from increasing the number of working hours, shifts per day, working days per week, or the amount of construction equipment, or any combination of the foregoing, to eliminate the delay in the scheduled progress.
- B. Failure of the contractor to comply with the Owner's requirements above shall be grounds for determination by owner that the contractor is not prosecuting the work with such diligence as will ensure completion within the contract time. Upon such determination, Owner may recommend termination of the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the applicable provision of the Contract Documents.

### **3.3 PAYMENTS TO CONTRACTOR**

- A. Owner shall review the Contractor's monthly request for payment upon receipt and shall process the request for payment based upon the current approved Schedule Update within the time frame specified in the Contract Documents. Owner will consider the Contractor's overall progress toward Project Completion along with the progress for discrete activities to determine the amount to be approved for the monthly payment request.

**END OF SECTION 01 32 00**

## **SECTION 01 33 00 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and Submittals Schedule.
- C. See Division 1 Section "Quality Requirements" for submitting test and inspection reports.
- D. See Division 1 Section "Closeout Procedures" for submitting warranties.
- E. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- F. See Division 1 Section "Operation and maintenance Data" for submitting operation and maintenance manuals.
- G. See Division 1 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of owner's personnel.

#### **1.2 DEFINITIONS**

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### **1.3 QUALITY ASSURANCE**

- A. General: Prepare and submit Submittals required by individual Specification Sections.
  1. Submittals shall be neat and legible, of uniform scale, responsive to requirements, with all sheets of similar information of same size.
  2. Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals, upon approval of the Electronic Data Transfer Form.
  3. Facsimile copies will not be reviewed or accepted. No exceptions.
- B. Resident Engineer Copies: Submit one copy of approved shop drawings prior to installing any equipment in the Project.

#### **1.4 SUBMITTAL PROCEDURES**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
  - 1. Initial Review: Architect will review submittals with reasonable promptness as to cause no delay in the Work.
  - 2. Unless otherwise agreed to in the preconstruction conference, allow at least 14 working days in the construction schedule for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- D. The Architect will review the submittals on shop drawings, product data and samples and one (1) resubmittal.
  - 1. For submittals in excess of the one (1) resubmittal, the Contractor shall reimburse the Owner, for additional services required of the Architect, and the Architect's consultant by these additional resubmittals.
  - 2. No time will be allowed the Contractor for delays caused by excess number of resubmittals.
- E. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 4 by 5 inches (102 by 127 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
  - 1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

## **1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES**

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
  - 1. Contractor's acceptance of Electronic Data in any form shall constitute acceptance of Terms and Conditions of this Section, including payment of indicated fees.
  - 2. Electronic Data includes but is not limited to, computer-aided design (CAD) files including native file formats (DWG) and drawing exchange formats (DXF), and files produced by word processing, spread sheet, scheduling, data base and other software programs. The Electronic Data may be provided in an original format produced by Architect or an alternate, "translated" format as requested by other parties to this Agreement.
  - 3. The means by which the Electronic Data is transferred may include but are not limited to, electronic mail, File Transfer Protocol (FTP) sites, project websites, and disk copies transmitted between the parties to this Agreement. Contractor acknowledges that Electronic Data transferred in any manner or translated from the system and format used by Architect to an alternate system or format is subject to errors that may affect the accuracy and reliability of the data and that the data may be altered, whether inadvertently or otherwise. Accordingly, Architect makes no warranty, express or implied, as to the accuracy of the information transferred. The Electronic Data are not the Construction Documents and differences may exist between these electronic files and corresponding hard-copy Construction Documents. Architect reserves the right to retain hard copy originals in addition to electronic copies of the Electronic Data transferred, which originals shall be referred to and shall govern.
  - 4. The Electronic Data provided by Architect under the terms of this Agreement are the proprietary information of Architect. All Electronic Data shall be treated as confidential and shall not be disclosed to or shared with others without Architect's express, written consent.

## **PART 2 - PRODUCTS**

### **2.1 ACTION SUBMITTALS**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Digital Submittals: Submit PDF file of each submittal, unless otherwise indicated. PDF shall include a letter of transmittal and contractor's stamp denoting review and approval. List all components included in the submittal and list items required, but excluded from current submittal to be provided separately.
  - 2. Number of Copies: For non-electronic submittals, submit three copies of each submittal, unless otherwise indicated. Architect will return three copies. Mark up and retain one returned copy as a Project Record Document.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Compliance with recognized trade association standards.
    - i. Compliance with recognized testing agency standards.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
- D. Samples: Prepare physical units of materials or products, including the following:
  - 1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
  - 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - 3. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- E. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit one copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Testing and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."

C. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."

D. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

F. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

G. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

H. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

I. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

J. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

K. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

### **2.3 DELEGATED DESIGN**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

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

### **3.2 ARCHITECT'S ACTION**

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. General: Architect will not review partial submittals for a specific product or scope of work. Each submittal shall be complete with all pertinent and applicable information necessary to review.
- C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- D. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 01 33 00**

## **SECTION 01 33 00.01 - REQUEST FOR ELECTRONIC DRAWING FILES**

PROJECT: SCC – Gaines Building Office Renovation  
Spartanburg Community College  
Architect's Project No. ACST250006

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Data contained in electronic files are part of GMC's instruments of service and shall not be used for any purpose other than a bid or submittal document for the above referenced project. The use of electronic files, either all or in-part, for other than its initial use for bidding or submittal document shall be full and sufficient cause to hold GMC and/or their consultants (as author of the electronic files) harmless against any claim or liability resulting from any discrepancy, error or omission in the file's original or altered form. Furthermore, the recipient of electronic files, to the fullest extent permitted by law, indemnify and hold GMC harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from your use of these electronic files.

Because information presented on the electronic files can be modified, unintentionally or otherwise, GMC reserves the right to remove all indications of ownership and/or involvement from each electronic display.

The transfer of the data or any copy of the data, in any form to a third party without the prior written consent of GMC shall not be permitted.

Under no circumstances shall delivery of the electronic files for use by the recipient be deemed a sale by GMC, and GMC makes no warranties (either express or implied) of merchantability and fitness for any particular purpose. In no event shall GMC be liable for any loss of profit or any consequential damages as a result of the use or reuse of the electronic files.

Signing this letter indicates your agreement to the terms stated above and that you have the authority to bind your firm with respect to the terms stated above.

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<b>Accepted and Agreed by</b>	
<b>Printed Name</b>	<b>Company</b>
<b>Title</b>	<b>Date</b>
<b>Signature</b>	
<b>Sheets Requested</b>	
<b>Sheet No.</b>	<b>Sheet Title</b>

## **SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES**

### **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 special procedures for alteration work.

#### **1.3 DEFINITIONS**

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's pre-bid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Alteration Work Sub-schedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Fire-prevention plan.
    - c. Governing regulations.
    - d. Areas where existing construction is to remain and the required protection.
    - e. Hauling routes.
    - f. Sequence of alteration work operations.
    - g. Storage, protection, and accounting for salvaged and specially fabricated items.
    - h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
    - i. Qualifications of personnel assigned to alteration work and assigned duties.
    - j. Requirements for extent and quality of work, tolerances, and required clearances.
    - k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.
  - 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - 1. Attendees: In addition to representatives of Owner, Architect and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
  - 2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
    - a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
    - b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

- c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:
  - 1) Interface requirements of alteration work with other Project Work.
  - 2) Status of submittals for alteration work.
  - 3) Access to alteration work locations.
  - 4) Effectiveness of fire-prevention plan.
  - 5) Quality and work standards of alteration work.
  - 6) Change Orders for alteration work.
- 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## **1.5 REPAIR / SALVAGED MATERIALS**

- A. Review all salvageable materials with the owner prior to removal from the site. The owner reserves the right to keep any and all materials noted to be demolished whether intended for reinstallation in the project or intended to be discarded. Inventory all materials and include an assessment of condition for review by the owner prior to removal from the site.
  - 1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed at Project site.
  - 2. Salvage and retain the existing exterior brick. The brick is to be refurbished for use on the project.
  - 3. Salvage and retain the existing exterior metal wall panel and trim.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

## **1.6 STORAGE AND HANDLING OF SALVAGED MATERIALS**

- A. Salvaged Materials:
  - 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
  - 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area off-site.
  - 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:
  - 1. Repair and clean items for reuse as indicated.
  - 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.

3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

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

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F (3 deg C) or more above the dew point.

E. Storage Space:

1. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

## **1.7 FIELD CONDITIONS**

A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs.

B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

## **PART 2 - PRODUCTS - (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 PROTECTION**

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.

4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

1. Prepare roofing for removal and new roofing at the appropriate time so as to not expose the building interior to prolonged exposure to the elements.

### **3.2 PROTECTION FROM FIRE**

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."

2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
  - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
  1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
  2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
  3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
    - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

### **3.3 PROTECTION DURING APPLICATION OF CHEMICALS**

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

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

#### **3.4 GENERAL ALTERATION WORK**

- A. Have specialty work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs.
- D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

**END OF SECTION 01 35 16**

## **SECTION 01 40 00 - QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control, including special inspections and structural testing performed during the progress of the Work.
  - 1. A Certificate of Occupancy cannot be issued without documentation that these inspections have been performed and the Work is in conformance with the Contract Documents.
  - 2. Refer to the Schedule of Required Special Inspections at the end of this Section.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 2 through 15 Sections, and drawings, for specific test and inspection requirements.

#### **1.2 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### **1.3 CONFLICTING REQUIREMENTS**

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
  - 1. Conflicting requirements or information in the documents shall be submitted to the Architect as an RFI for review and response.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### **1.4 SUBMITTALS**

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be borne by the Contractor.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
  - 6. Owner shall be given the opportunity to witness all testing.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents. The cost for retesting due to failed inspections or testing will be the responsibility of the Contractor.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

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

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.7 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

B. Schedule of Special Inspections: Refer to Structural Drawings for complete list of required special inspections.

1. Comply with **Seismic Design Category "C"** as noted in the Geotechnical Report.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### **3.2 REPAIR AND PROTECTION**

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

**END OF SECTION 01 40 00**

## **SECTION 01 42 00 - REFERENCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 DEFINITIONS**

- A. **General:** Basic Contract definitions are included in the Conditions of the Contract.
- B. **"Approved":** When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. **"Directed":** A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. **"Indicated":** Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. **"Regulations":** Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. **"Furnish":** Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. **"Install":** Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. **"Provide":** Furnish and install, complete and ready for the intended use.
- I. **"Project Site":** Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### **1.3 INDUSTRY STANDARDS**

- A. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfc.org](http://www.aapfc.org).
4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
8. ACI - American Concrete Institute; (Formerly: ACI International); [www.abma.com](http://www.abma.com).
9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
12. AGA - American Gas Association; [www.again.org](http://www.again.org).
13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
19. AITC - American Institute of Timber Construction; [wwwAITC-GLULAM.org](http://wwwAITC-GLULAM.org).
20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).

32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinnet.org](http://www.awinnet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmfd.com](http://www.pbmfd.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
76. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
77. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
80. FCI - Fluid Controls Institute; [www.fluidcontrolsinstitute.org](http://www.fluidcontrolsinstitute.org).

81. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
82. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
83. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
84. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridaroof.com](http://www.floridaroof.com).
85. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
86. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
87. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
88. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
89. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
90. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
91. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
92. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
93. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
94. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
95. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
96. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
97. IAS - International Approval Services; (See CSA).
98. ICBO - International Conference of Building Officials; (See ICC).
99. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
100. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
101. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
102. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
103. IEC - International Electrotechnical Commission; <http://www.iec.ch>.
104. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
105. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
106. IESNA - Illuminating Engineering Society of North America; (See IES).
107. IEST - Institute of Environmental Sciences and Technology; [wwwiest.org](http://wwwiest.org).
108. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
109. IGSPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
110. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
111. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
112. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
113. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
114. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
115. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
116. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
117. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
118. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
119. LMA - Laminating Materials Association; (See CPA).
120. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
121. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
122. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
123. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
124. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
125. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
126. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
127. MMPA - Moulding & Millwork Producers Association; [www.wmmmpa.com](http://www.wmmmpa.com).
128. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).

129. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
130. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
131. NACE - (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
132. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
133. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
134. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
135. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
136. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
137. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
138. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
139. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
140. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
141. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
142. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
143. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
144. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
145. NFPA - NFPA International; (See NFPA).
146. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
147. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
148. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
149. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
150. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
151. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
152. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
153. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
154. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
155. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
156. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
157. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
158. PCI - Precast/Prestressed Concrete Institute; [www pci.org](http://www pci.org).
159. PDI - Plumbing & Drainage Institute; [www pdionline.org](http://www pdionline.org).
160. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
161. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
162. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
163. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
164. SAE - SAE International; [www.sae.org](http://www.sae.org).
165. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
166. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
167. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
168. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
169. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
170. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
171. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
172. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
173. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www smacna.org](http://www smacna.org).
174. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
175. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
176. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
177. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
178. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
179. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).

180. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
181. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
182. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
183. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
184. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
185. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
186. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
187. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
188. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance
189. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
190. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
191. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
192. TRI - Tile Roofing Institute; [www.tileroofing.org](http://www.tileroofing.org).
193. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
194. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
195. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
196. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
197. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
198. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
199. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
200. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
201. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
202. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
203. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
204. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).

13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.orgccb](http://www.wbdg.orgccb).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservice.tamu.edu](http://www.txforestservice.tamu.edu).

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

## **SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Division 1 Section "Execution Requirements" for progress cleaning requirements.

#### **1.2 DEFINITIONS**

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

#### **1.3 USE CHARGES**

- A. Water Service: Use water from owner's existing water system without metering and without payment of use charges.
- B. Electric Power Service: Use electric power from owner's existing system without metering and without payment of use charges.

#### **1.4 SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
  - 1. Indicate temporary construction fence location, material, and height and location of temporary Job Trailer (if provided).

#### **1.5 PROJECT CONDITIONS**

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
  - 1. The contractor is permitted to use the existing services within the existing facility during construction and at no cost to the contractor or project.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Drinking-Water Fixtures: Drinking-water fountains, containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- C. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
- F. Temporary Job Trailer: The Contractor may use the existing building as the temporary job trailer. At Substantial Completion, restore these facilities to condition existing before initial use or incorporated area into final construction.
- G. Temporary Toilet Fixtures: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

## PART 3 - EXECUTION

### 3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Temporary Job Trailer: Use of the existing Building as the Temporary Job Trailer is permitted, as long as the spaces are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Utilize rooms and spaces for the temporary Job Trailer as designated or agreed upon with the Owner.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities shall **NOT** be permitted.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Temporary HVAC Systems: The General Contractor shall be responsible for providing temporary heating in building areas until current Project Schedule indicates the start of the acoustical panel ceilings, carpeting, and other finishes requiring special environmental conditions.
  1. Select a safe equipment that will not have a harmful effect on completed installations or elements being installed.
  2. The Mechanical, Electrical, Plumbing, and General Contractors must include in their construction schedules provisions for electrical power, natural gas service, water, sewer and storm drainage utilities to be fully functional and available to enable the HVAC systems to be operated as required to facilitate the installation of the Finishes Work.
  3. The Mechanical Contractor shall assume responsibility for providing heating and cooling after the current Project Schedule indicates the start of the Finishes Work.
  4. The permanent systems in the various building areas shall not be started until doors and exterior windows, or suitable temporary construction is in place and the building is relatively dust free. At a minimum, the floors shall be broom clean, drywall finishing and paint spraying completed.
  5. If in the Architect's sole opinion conditions exist sufficient to compromise the quality of the HVAC system at the date of Owner acceptance, the authorization to startup the permanent system shall be postponed until such time as the unsatisfactory conditions are corrected.
  6. The additional cost to maintain the operation of the temporary heating and cooling shall be apportioned by the Architect, to the Contractors whose Work is deficient at the time. Systems shall operate sufficiently to maintain the minimum design temperature and relative humidity within 15 percent.
  7. The Warranty on all HVAC equipment will be extended from start-up to one year past the date of Substantial Completion and paid for by the Mechanical Contractor. The Mechanical Contractor, sub-contractors, and manufacturers may in lieu of providing a manufacturer's extended warranty, provide a service/replacement contract to extend the normal one year warranty period to a minimum of one year beyond the date of acceptance of the building by the Owner. Extended warranties such as five year compressor warranties shall be extended beyond the period established by the actual start-up date of the equipment as defined herein.
- H. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

- I. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
  - 1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
    - 2. At each telephone, post a list of important telephone numbers including police and fire departments, Contractor's home office, Architect's office, Owner's office, and Principal subcontractors' field and home offices.
    - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- L. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.

### **3.2 SUPPORT FACILITIES INSTALLATION**

- A. Traffic Control: The Owner will strictly enforce posted speed limits and driving regulations. The Owner reserves the right to take any action deemed appropriate regarding violations including, but not limited to, refusal to permit violators to enter upon or remain on the premises.
  - 1. Escort appropriately to and from the site all large crawler or mobile cranes operating on site and take all precautions necessary to prevent damage to Owner's property during operation both on and off site.
  - 2. Obtain advance written authorization from Owner and local Government Authorities for all road blocks, detours and other interruptions of normal traffic flow that may be needed to facilitate construction operations.
- B. Parking:
  - 1. Contractor will be provided access to on-Campus parking during construction only in areas designated or agreed to by the owner. Site parking is limited and will not be permitted in staff parking areas. The contractor is responsible for making any off-site parking provisions when required.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- D. Janitorial Services: Provide janitorial services on a daily basis for temporary offices, first-aid stations, toilets, wash facilities, lunchrooms, and similar areas.

### **3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Construction Site Security: Provide maintenance and cleaning of entire construction site on a daily basis. Secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible to ensure that no construction materials, tools, equipment, machinery or vehicles can be sued for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of construction site.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed provide lighting, including flashing red or amber lights.
- C. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

### **3.4 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Except for using permanent fire protections as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

**END OF SECTION 01 50 00**

## **SECTION 01 60 00 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for selection of products for use in Project:
  - 1. Product delivery, storage, and handling.
  - 2. Manufacturers' standard warranties on products.
  - 3. Special warranties.
  - 4. Product substitutions.
  - 5. Comparable products.
- B. See Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.

#### **1.2 DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### **1.3 SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

B. Product substitutions will only be considered if requested in writing 10 days prior to the date for receipt of bids.

1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified material or product cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If approved, Architect will issue an addendum to the bidding documents.
  - a. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

## **1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather=protection requirements for storage.
  - 7. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## **1.6 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
  - 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
  - 2. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
  - 3. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
  - 4. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product. Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  - 5. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
  - 6. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product

or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.

7. Basis-of-Design Product: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product or manufacturer.
8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## **2.2 COMPARABLE PRODUCTS**

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 60 00**

## **SECTION 01 73 00 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. General installation of products.
2. Progress cleaning.
3. Starting and adjusting.
4. Protection of installed construction.
5. Correction of the Work.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - a. Description of the Work.
  - b. List of detrimental conditions, including substrates.
  - c. List of unacceptable installation tolerances.
  - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### **3.3 INSTALLATION**

- A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### **3.4 PROGRESS CLEANING**

- A. General: Clean Project work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.5 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

### **3.6 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### **3.7 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

**END OF SECTION 01 73 00**

## **SECTION 01 73 10 - CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### **1.2 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days 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 In-Place 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. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

#### **1.3 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. 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. 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 Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### **1.4 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**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

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

### **3.2 PREPARATION**

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

### **3.3 PERFORMANCE**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. 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.
5. Proceed with patching after construction operations requiring cutting are complete.

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

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**END OF SECTION 01 73 10**

## **SECTION 01 77 00 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. See Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- F. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### **1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. 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.
  - 4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 7. Complete startup testing of systems.
  - 8. Submit test/adjust/balance records.
  - 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 10. Advise Owner of changeover in heat and other utilities.
  - 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

12. Complete final cleaning requirements, including touchup painting.
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. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

C. The Architect will make one (1) inspection at Substantial Completion at the Architect's cost.

1. For inspections in excess of the one (1), the Contractor shall reimburse the Owner, for additional services required of the Architect and the Architect's consultants for these additional inspections.
2. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
3. Results of the completed inspection will form the basis of requirements for final acceptance.

### **1.3 FINAL COMPLETION**

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

1. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
2. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
3. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
5. Submit pest-control final inspection report and warranty.
6. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. For inspections in excess of the one (1), the Contractor shall reimburse the Owner for additional services required of the Architect and the Architect's consultants for these additional inspections.

### **1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

## **1.5 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

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

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, in areas disturbed by construction activities, including, of rubbish, waste material, litter, and other foreign substances.
- b. Remove tools, construction equipment, machinery, and surplus material from Project site.
- c. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- d. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- e. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- f. Remove labels that are not permanent.
- g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- h. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- j. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- l. Pressure wash existing building and surfaces.
- m. Refinish, strip and wax existing VCT in all work areas and existing corridors.
- n. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 01 77 00**

## **SECTION 01 78 10 - PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 2 through 16 Sections for specific requirements for project Record Documents of the Work in those Sections.

#### **1.2 SUBMITTALS**

- A. Record Drawings: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

### **PART 2 - PRODUCTS**

#### **2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.

- b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by Change Order or Construction Change Directive.
  - k. Changes made following Architect's written orders.
  - l. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Drawings: Organize into unbound sets matching Record Prints. Place drawings in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
2. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Architect.
  - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

### **2.3 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

### **2.4 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## **PART 3 - EXECUTION**

### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
  - 1. The Owner and Architect will periodically review record documents to assure compliance with this requirement.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

**END OF SECTION 01 78 10**

## **SECTION 01 78 20 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Emergency manuals.
  - 2. Operation manuals for systems, subsystems, and equipment.
  - 3. Maintenance manuals for the care and maintenance of products, materials, finishes, and systems and equipment.
- B. See Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### **1.2 SUBMITTALS**

- A. Submission of Operating and Maintenance Manuals: When the HVAC systems are approximately 75 percent complete, submit four sets of manuals for Architect's review.
  - 1. Architect will submit one copy with review comments to the Owner for approval.
- B. Initial Submittal: Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- C. Final Submittal:
  - 1. Correct or modify each manual to comply with Architect's comments. Provide one electronic copy of the final manual on CDROM or Flash Drive in Adobe PDF format. Provide PDF bookmarks for each section and subsection of the manual. Submit corrected manual within 15 days of receipt of Architect's comments.

#### **1.3 COORDINATION**

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.
- B. Purge manuals prior to submitting to Architect to include only technical data related to in-place construction.

### **PART 2 - PRODUCTS**

#### **2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## **2.2 MANUALS, GENERAL**

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## **2.3 EMERGENCY MANUALS**

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
  1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
  1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.

4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## **2.4 OPERATION MANUALS**

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## **2.5 PRODUCT MAINTENANCE MANUAL**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.

4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## **2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL**

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

**END OF SECTION 01 78 20**

## **SECTION 01 80 00 - SITE CLEAN UP AND POST-PROJECT SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 DAMAGE REPAIR**

- A. Any damage to surfaces and/or building components, other than those designated for demolition, caused by the Contractor's activity or his workers, shall be repaired or replaced at no additional cost to the Owner.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### **3.1 FINAL CONSTRUCTION SITE CLEAN UP**

- A. Work of this section shall be performed once the Contractor has successfully passed all required final visual inspections and final air clearance testing of the regulated areas, and all asbestos-containing waste has been properly removed from the work site.
- B. Prior to Owner's Representative's final inspection, the Contractor shall remove from within and around the building all debris, waste, trash, etc., generated by the Contractor's workers.

#### **3.2 FINAL INSPECTION**

- A. The Owner's Representative shall set a date for the final inspection when a notice of readiness for final inspection is received from the Contractor. During this inspection the Owner's Representative shall make a written list of deficiencies.
- B. When all deficient items have been corrected and accepted by the Owner's Representative, the Contractor may submit his application for payment.

#### **3.3 POST-SUBMITTAL DOCUMENTS AND REQUEST FOR PAYMENT**

- A. Four (4) copies of the following documents shall be submitted to the Owner:
  1. Copy of a South Carolina DHEC notification for demolition and/or renovation dates when removal will begin and be completed.
  2. Proof of insurance naming the Owner, Architect and Consultant as additional certificate holder.
  3. Copy of State of South Carolina Asbestos Contractor's license.
  4. Copy of State of South Carolina asbestos license of the general supervisor(s) involved in the project.
  5. Proof of asbestos worker training for each employee involved in the project.

6. Medical examination report for each employee of the Contractor who was involved in the project.
7. Respirator training for each employee of the Contractor who was involved in the project.
8. "Worker Release Form" for each employee of the Contractor who was involved in the project.
9. Material Safety Data Sheets for all hazardous chemicals incorporated in the work.
10. Regulated area sign in/sign out sheets and daily logs maintained by the Contractor's asbestos abatement supervisor.
11. Certificate of Visual Inspection for each regulated area signed by the Contractor and a representative of the Owner.
12. Waste Shipment Records and Chain of Custody Forms for asbestos waste.

B. Post-submittals shall be bound in three-ring binders with each section tabbed or separated by a colored sheet of paper and cross-referenced to an index. The cover shall be labeled with the project name and inclusive dates. Four (4) copies of the post-submittals shall be forwarded to the Architect at the following address within 10 days of project completion:

Goodwyn, Mills & Cawood, LLC.  
117 Welborn St.  
Greenville, SC 29601  
ATTN: Mr. Gable Stubbs

**END OF SECTION 01 80 00**

## **SECTION 01 82 00 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training.
- B. See Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.

#### **1.2 SUBMITTALS**

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Demonstration and Training: Submit four copies within seven days of end of each training module.

#### **1.3 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.
- D. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

#### **1.4 COORDINATION**

- A. Coordinate instruction schedule with Owner's operations, and provide a minimum of seven (7) days notice prior to any instruction.

### **PART 2 - PRODUCTS**

#### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
  1. Laboratory equipment and fume hoods.
  2. Motorized window shade systems.
  3. Fire-protection systems, including fire alarm and fire-extinguishing systems.
  4. HVAC systems, including air-handling equipment, air distribution systems, and terminal equipment and devices.
  5. HVAC instrumentation and controls.
  6. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies, and motor controls.
  7. Packaged engine generators, including transfer switches.
  8. Lighting equipment and controls.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
  2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
  3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings trouble indications, and error messages; and required sequences for electric or electronic systems.
  4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
  5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
  6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.

7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

## **PART 3 - EXECUTION**

### **3.1 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Owner will furnish an instructor to describe Owner's operational philosophy.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with Owner, through Architect, with at least 14 days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

### **3.2 DEMONSTRATION AND TRAINING VIDEOTAPES**

- A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Recording Format: Provide digital CD/DVD or flash drive color recording.
- C. Narration: Describe scenes by audio narration by microphone while recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

**END OF SECTION 01 82 00**

## **SECTION 02 41 19 - SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for restrictions on use of the premises and Owner-occupancy requirements.

#### **1.2 DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### **1.3 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### **1.4 PREINSTALLATION MEETINGS**

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

#### **1.6 CLOSEOUT SUBMITTALS**

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

#### **1.7 FIELD CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

## **1.8 COORDINATION**

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
  - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.

- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

### **3.3 PROTECTION**

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Remove temporary barricades and protections where hazards no longer exist.

### **3.4 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### **3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS**

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RPCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

### **3.6 DISPOSAL OF DEMOLISHED MATERIALS**

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

**3.7 CLEANING**

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

**3.8 SELECTIVE DEMOLITION SCHEDULE**

A. See Drawings.

**END OF SECTION 02 41 19**

## **SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Wood blocking.
  - 2. Plywood panels.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
  - 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5664.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Preservative-treated wood.
  - 2. Fire-retardant-treated wood.
  - 3. Power-driven fasteners.
  - 4. Post-installed anchors.

#### **1.4 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## **1.5 DELIVERY, STORAGE, AND HANDLING**

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## **PART 2 - PRODUCTS**

### **2.1 WOOD PRODUCTS, GENERAL**

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent.

### **2.2 WOOD-PRESERVATIVE-TREATED MATERIALS**

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all miscellaneous carpentry unless otherwise indicated. items indicated on Drawings, and the following:

1. Blocking and similar concealed members in contact with masonry or concrete.
2. Wood floor plates that are installed over concrete slabs-on-grade.

### **2.3 FIRE-RETARDANT-TREATED MATERIALS**

A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
  - 1. Treatment shall not promote corrosion of metal fasteners.
  - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all miscellaneous carpentry unless otherwise indicated. items indicated on Drawings, and the following:

#### **2.4 DIMENSION LUMBER FRAMING**

- A. Other Framing: No. 2 grade of the following species:
  - 1. Southern pine; SPIB.

#### **2.5 MISCELLANEOUS LUMBER**

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species. any of the following species: the following species:
  - 1. Mixed southern pine or southern pine; SPIB.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

#### **2.6 PLYWOOD PANELS**

- A. Platform Panels: Plywood, DOC PS 1, Exterior, A-C in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

## 2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Screws for Fastening to Metal Framing: ASTM C1002 ASTM C954, length as recommended by screw manufacturer for material being fastened.
- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 ICC-ES AC58 and ICC-ES AC193 or ICC-ES AC308 as appropriate for the substrate.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B633, Class Fe/Zn 5.

## 2.8 METAL FRAMING ANCHORS

- A. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 coating designation.
  - 1. Use for interior locations unless otherwise indicated.
- B. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
  - 1. Use for wood-preservative-treated lumber and where indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood panels by fastening to framing.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.

- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.
- J. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### **3.2 INSTALLATION OF WOOD BLOCKING**

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

**END OF SECTION 06 10 53**

## **SECTION 06 20 23 - INTERIOR FINISH CARPENTRY**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Interior trim.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Interior trim.

#### **1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Stack lumber flat with spacers between each bundle to provide air circulation.
  - 1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
  - 2. Provide for air circulation around stacks and under coverings.
- B. Deliver interior finish carpentry materials only when environmental conditions comply with requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas.

#### **1.4 FIELD CONDITIONS**

- A. Environmental Limitations: Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet-work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
  - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS, GENERAL**

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.

### **2.2 INTERIOR TRIM**

- A. Lumber Trim for Opaque Finish (Painted Finish):
  - 1. Species and Grade: S4S Poplar Select.
  - 2. Maximum Moisture Content for Hardwoods: 8 percent.
  - 3. Finger Jointing: Not allowed.
  - 4. Face Surface: Surfaced (smooth).

### **2.3 MISCELLANEOUS MATERIALS**

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.

### **2.4 FABRICATION**

- A. Back out or kerf backs of the following members, except those with ends exposed in finished work:
  - 1. Interior trim.
- B. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours.

### **3.3 INSTALLATION, GENERAL**

- A. Do not use materials that are unsound; warped; improperly treated or finished; inadequately seasoned; too small to fabricate with proper jointing arrangements; or with defective surfaces, sizes, or patterns.
- B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
  - 1. Use concealed shims where necessary for alignment.
  - 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
  - 3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
  - 4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
  - 5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

### **3.4 INSTALLATION OF INTERIOR TRIM**

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
  - 1. Do not use pieces less than 24 inches long, except where necessary.
  - 2. Stagger joints in adjacent and related standing and running trim.
  - 3. Cope at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
  - 4. Use scarf joints for end-to-end joints.
  - 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
  - 6. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
  - 7. Fasten to prevent movement or warping.
  - 8. Countersink fastener heads on exposed carpentry work and fill holes.

### **3.5 ADJUSTING**

- A. Replace interior finish carpentry that is damaged or does not comply with requirements.
  - 1. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

### **3.6 CLEANING**

- A. Clean interior finish carpentry on exposed and semiexposed surfaces.
- B. Restore damaged or soiled areas and touch up factory-applied finishes if any.

### **3.7 PROTECTION**

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
  - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

**END OF SECTION 06 20 23**

## **SECTION 06 41 16 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Plastic-laminate-clad architectural cabinets.
  - 2. Solid surfacing countertops.
  - 3. Cabinet hardware and accessories.
  - 4. Countertop brackets.
  - 5. Miscellaneous materials.
- B. Related Requirements:
  - 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.

#### **1.2 COORDINATION**

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type product.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Show large-scale details.
  - 3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
  - 4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

C. Samples for Verification: For the following:

1. Laminates: 8 by 10 inches, for each type, color, pattern, and surface finish required.
  - a. Provide one sample applied to core material with specified edge material applied to one edge.
2. Thermally Fused Laminate (TFL) Panels: 8 by 10 inches, for each color, pattern, and surface finish.
  - a. Provide edge banding on one edge.
3. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.
4. Solid Surfacing Material: 6 inches square.
5. Bracket: Architect-approved sample to be returned to Contractor for use.

## **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For manufacturer and Installer.
- B. Product Certificates: For each type of product.
- C. Field quality-control reports.

## **1.6 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For plastic laminate and solid surfacing to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

## **1.7 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Manufacturer of products.

## **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

## **1.9 FIELD CONDITIONS**

- A. Environmental Limitations with Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 degrees and 90 degrees F and relative humidity between 43 percent and 70 percent during the remainder of the construction period.

B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on shop drawings.

#### **1.10 WARRANTY**

A. Solid Surface:

1. Manufacturer's Warranty: Manufacturer and installer agree to repair or replace sheet material not free from defects in materials, fabrication, or workmanship within specified warranty period.
  - a. Warranty Period: 10 years from date of Substantial Completion.

### **PART 2 - PRODUCTS**

#### **2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS**

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.

1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.

B. Architectural Woodwork Standards Grade:

1. Aesthetics Grade: Custom.
2. Performance: Level 4.

C. Type of Construction: Frameless.

D. Door and Drawer-Front Style: Flush overlay.

E. Laminate:

1. High-Pressure Decorative Laminate – PL-1: ISO 4586-3, grades as indicated or if not indicated, as required by quality standard.
  - a. Basis-of-Design Product: Subject to compliance with requirements, provide Formica Corporation ([www.formica.com](http://www.formica.com), 800-367-6422); products or comparable products by one of the following:
    - 1) Laminart LLC.
    - 2) Pionite; a Panolam Industries International, Inc. brand.
    - 3) Wilsonart LLC

2. Plastic Laminate – PL-2: grades as indicated or if not indicated, as required by quality standard.
  - a. Basis-of-Design Product: Subject to compliance with requirements, provide Formica Corporation ([www.fenixforinteriors-na.com](http://www.fenixforinteriors-na.com), 800-367-6222); FENIX NTM, Standard Core, or comparable product, approved by the Architect.

F. Exposed Surfaces:

1. Plastic-Laminate Grade: JL and HGS.
2. Edges: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.
3. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.

G. Semiexposed Surfaces:

1. Surfaces Other Than Drawer Bodies: Thermally fused laminate panels.
  - a. Edges of Plastic-Laminate Shelves: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.
  - b. Edges of Thermally Fused Laminate Panel Shelves: PVC or polyester edge banding.
  - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, ISO 4586-3, grade to match exposed surface.
2. Drawer Sides and Backs: Thermally fused laminate panels with PVC or polyester edge banding.
3. Drawer Bottoms: Hardwood plywood.

H. Dust Panels: 1/4-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.

I. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, ISO 4583-3, grade to match exposed surface.

J. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints as required to meet performance requirement.

K. Colors, Patterns, and Finishes: See Finish Legend on Drawings.

## 2.2 SOLID SURFACING COUNTERTOP MATERIALS – SS-1

A. Solid Surface Material: Homogeneous-filled plastic resin complying with ISFA 2-01.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Wilsonart LLC; product or comparable product by one of the following:
  - a. DuPont; DuPont de Nemours, Inc.
  - b. Formica Corporation.
2. Thickness: 1/2 inch.
3. Type: Provide Standard type.

4. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - a. Flame-Spread Index: 25 or less.
  - b. Smoke-Developed Index: 50 less.
5. Colors and Patterns: See Finish Legend on Drawings.

### **2.3 SOLID SURFACING COUNTERTOP MATERIALS – SS-2**

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ISFA 2-01.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide DuPont; DuPont de Nemours, Inc.; Corian or comparable product by one of the following:
    - a. Formica Corporation.
    - b. Wilsonart LLC.
  2. Thickness: 3/4 inch.
  3. Type: Provide Standard type.
  4. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
    - a. Flame-Spread Index: 25 or less.
    - b. Smoke-Developed Index: 50 or less.
  5. Colors and Patterns: See Finish Legend on Drawings.

### **2.4 WOOD MATERIAL**

- A. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
  1. Particleboard (Medium Density): ANSI A208.1, Grade M-2.
  2. Softwood Plywood: DOC PS 1
  3. Thermally Fused Laminate (TFL) Panels: Particleboard finished with thermally fused, melamine-impregnated decorative paper.

### **2.5 CABINET HARDWARE AND ACCESSORIES**

- A. Cabinet Hardware: Provide cabinet hardware and accessory materials associated with architectural cabinets.
- B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 100 degrees of opening, self-closing.
- C. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter.
- D. Catches: Magnetic catches, ANSI/BHMA A156.9, B03141.

- E. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- F. Drawer Slides: ANSI/BHMA A156.9.
  - 1. Standard Duty (Grade 1 and Grade 2): Side mount.
  - 2. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
    - a. Type: Full overtravel extension.
    - b. Material: Galvanized steel ball bearing slides.
    - c. Motion Feature: Push to open and soft close dampener.
- G. Door Locks: ANSI/BHMA A156.11, E07121.
- H. Drawer Locks: ANSI/BHMA A156.11, E07041.
- I. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- J. Grommets for Cable Passage: 2-inch outside diameter, molded-plastic grommets and matching plastic caps with slot for wire passage.
  - 1. Color: Black.
  - 2. Locations: As directed by Architect and coordinated with Owner.
- K. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
  - 1. Satin Stainless Steel: ANSI/BHMA 630.
- L. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

## **2.6 COUNTERTOP BRACKETS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Rangine Corporation ([www.rakks.com](http://www.rakks.com), 800-826-6006); products, or comparable product, approved by the Architect.
- B. Counter Support Brackets:
  - 1. Product: EH Countertop Support Bracket, Rakks EH-1824.
  - 2. Description: Wall mounted, heavy duty, welded aluminum brackets for supporting countertops.
    - a. Material: Extruded aluminum complying with ASTM B221, 6063-T5 alloy and temper.
    - b. Dimensions: T-profile 2 by 2 inches; 18 inches by 24 inches as indicated on Drawings.
    - c. Finish: Factory mill finish; field primed and painted.
    - d. Color: As selected by Architect.

C. Vanity Support Bracket:

1. Product: ADA-Compliant Vanity Support Bracket, Rakks EH-LV-80.
2. Description: Wall mounted, heavy duty, welded aluminum brackets for supporting countertops.
  - a. Material: Extruded aluminum complying with ASTM B221, 6063-T5 alloy and temper.
  - b. Dimensions: T-profile 2 by 2 inches; 18 inches by 21-1/2 inches, as indicated on Drawings.
  - c. Finish: Factory mill finish; field primed and painted.
  - d. Color: As selected by Architect.

**2.7 MISCELLANEOUS MATERIALS**

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Type II water-resistant type as selected by fabricator to comply with requirements.
  1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.
- D. Sealant: Comply with applicable requirements in Section 07 92 00 "Joint Sealants."

**2.8 FABRICATION - CABINETS**

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

## **2.9 FABRICATION – SOLID SURFACING COUNTERTOPS**

- A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
  - 1. Grade: Custom.
- B. Countertops: Solid surface material with front edge built up with same material.
- C. Backsplashes: Solid surface material.
- D. Fabricate tops with shop-applied edges unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
  - 1. Fabricate with loose backsplashes for field assembly.
- E. Joints: Fabricate countertops without joints.
- F. Cutouts and Holes:
  - 1. Counter-Mounted Plumbing Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Before installation, condition cabinets and countertops to humidity conditions in installation areas for not less than 72 hours.

### **3.2 INSTALLATION - CABINETS**

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
  - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
  - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches on center with No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish.

### **3.3 INSTALLATION – COUNTERTOP BRACKETS**

- A. Install countertop brackets in accordance with manufacturer's written installation instructions and approved shop drawings.

### **3.4 INSTALLATION – SOLID-SURFACING COUNTERTOPS**

- A. Install countertops level to a tolerance of 1/8 inch in 8 feet, 1/4 inch maximum. Do not exceed 1/64-inch difference between planes of adjacent units.
- B. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.
- C. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- D. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.
- E. Install aprons to backing and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears. Fasten by screwing through backing. Predrill holes for screws as recommended by manufacturer.
- F. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
- G. Apply sealant to gaps at walls; comply with Section 07 92 00 "Joint Sealants."

### **3.5 ADJUSTING AND CLEANING**

- A. Repair damaged and defective cabinets and countertops, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean exposed and semiexposed surfaces.

**END OF SECTION 06 41 16**

## **SECTION 07 92 00 – JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes sealants and joint backing.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each joint-sealant product including:
  1. Preparation instructions and recommendations.
  2. Standard drawings illustrating manufacturer's recommended sealant joint profiles and dimensions applicable to Project.
  3. Data for sealants required in each fire resistance rated assembly.
- 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.
- D. Joint-Sealant Schedule: Include the following information:
  1. Joint sealant application, joint location, and designation.
  2. Joint sealant manufacturer and product name.
  3. Joint sealant formulation.
  4. Joint sealant color.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: Submit qualification data for qualified applicator.
- B. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- C. Warranty: Sample of unexecuted manufacturer and installer special warranties.
- D. Preconstruction Compatibility and Adhesion Test Reports: From manufacturer. Include written interpretation of reports and recommendations for primers and substrate preparation.
- E. Preconstruction field-adhesion test reports.
  1. Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing.

F. Field quality control adhesion test reports.

#### **1.4 QUALITY ASSURANCE**

- A. Single Source Responsibility: Provide joint sealants by a single manufacturer responsible for testing of Project substrates to verify compatibility and adhesion of joint sealants.
- B. Installer Qualifications: Company with minimum of three years experience specializing in work of this section, employing applicators trained for application of joint sealants required for this project, with record of successful completion of projects of similar scope, and approved by manufacturer.
- C. Preconstruction Manufacturer Laboratory Compatibility, Staining, and Adhesion Testing: Submit samples of each substrate or adjacent material that will be in contact with or affect joint sealants. Current manufacturer test data of products on matching substrates will be acceptable.
  - 1. Adhesion: Use ASTM C719 and ASTM C94 to determine requirements for joint preparation, including cleaning and priming.
  - 2. Compatibility: Use ASTM C1087 to determine materials forming joints and adjacent materials do not adversely affect sealant materials and do not affect sealant color.
  - 3. Stain Testing: Use ASTM C510, ASTM C1248, or ASTM D2203 to verify non-staining characteristics of proposed sealants on specified substrates.
  - 4. Pre-construction manufacturer laboratory testing is not required when sealant manufacturer can furnish data acceptable to Architect based on previous testing for materials matching those of the Work.
- D. Preconstruction Field-Adhesion Testing: Prior to installing joint sealants, field test adhesion to joint substrates using ASTM C1193 Method A. Verify adhesion is adequate. Modify joint preparation recommendations for failed joints and re-test. Submit written test report.

#### **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Accept materials on site in manufacturer's unopened original packaging.
- B. Store primers and sealants in dry location with ambient temperature range of 60 degrees to 80 degrees F.

#### **1.6 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install primers or sealants when atmospheric temperatures or joint surface temperatures are less than 40 degrees F.

#### **1.7 SCHEDULING**

- A. Ensure sealants are cured before covering with other materials.

#### **1.8 COORDINATION**

- A. Coordinate installation of joint sealants with cleaning of joint sealant substrates and other operations that may impact installation or finished joint sealant work.

#### **1.9 WARRANTY**

- A. Manufacturer's Warranty: Manufacturer's standard form in which joint sealant manufacturer agrees to furnish joint sealants to repair or replace those that demonstrate deterioration or adhesive or cohesive failure under normal use within warranty period specified.
  - 1. Silicone (Mildew) Sealants: 5 years from date of Substantial Completion
- B. Installer's Warranty: Original statement on Installer's letterhead in which Installer agrees to repair or replace joint sealants that demonstrate deterioration or failure within warranty period specified.
  - 1. Warranty Period: 2 years from date of Substantial Completion.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURER**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Tremco, Inc., Commercial Sealants and Waterproofing Division, An RPM Company; products indicated or comparable products or one of the following:
  - 1. Pecora Corporation.
  - 2. Sika Corporation

#### **2.2 MATERIALS - GENERAL**

- A. Compatibility: Provide joint sealants and accessory materials that are compatible with one another, and with adjacent materials, as demonstrated by sealant manufacturer using ASTM C1087 testing and related experience.
- B. Joint Sealant Standard: Comply with ASTM C920 and other specified requirements for each joint sealant.
- C. Stain Test Characteristics: Where sealants are required to be nonstaining, provide sealants tested per ASTM C1248 as non-staining on porous joint substrates specified.

#### **2.3 SILICONE JOINT SEALANTS**

- A. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  - 1. Basis of Design Product: Tremsil 200 Sanitary.
  - 2. Applications: Use for restroom and bathrooms.
  - 3. Color: White and clear.

## **2.4 LATEX JOINT SEALANTS**

- A. Latex Joint Sealant: Siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Basis of Design Product: Tremflex 834.
  - 2. Applications: Use for typical interior applications, such as walls, floors and ceilings, and as an acoustical sealant.
  - 3. Color: White, paintable.

## **2.5 JOINT SEALANT ACCESSORIES**

- A. Cylindrical Sealant Backing: ASTM C1330, Type B non-absorbent, bi-cellular material with surface skin, or Type O open-cell polyurethane, as recommended by sealant manufacturer for application.
- B. Bond Breaker Tape: Polymer tape compatible with joint sealant and adjacent materials and recommended by sealant manufacturer.
- C. Joint Substrate Primers: Substrate primer recommended by sealant manufacturer for application.
- D. Cleaners: Chemical cleaners acceptable to joint sealant manufacturer.
- E. Masking Tape: Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

# **PART 3 - EXECUTION**

## **3.1 EXAMINATION**

- A. Examine joint profiles and surfaces to determine if work is ready to receive joint sealants.
  - 1. Verify joint dimensions are adequate for development of sealant movement capability.
  - 2. Verify joint surfaces are clean, dry, and adequately cured.
- B. Proceed with joint sealant work once conditions meet sealant manufacturer's written recommendations.

## **3.2 PREPARATION**

- A. Joint Surface Cleaning: Clean joints prior to installing joint sealants using materials and methods recommended by sealant manufacturer. Comply with ASTM C1193.
  - 1. Remove curing compounds, laitance, form-release agents, dust, and other contaminants.
  - 2. Clean nonporous and porous surfaces utilizing chemical cleaners acceptable to sealant manufacturer.
  - 3. Protect elements surrounding Work of this section from damage or disfiguration. Apply masking tape to adjacent surfaces when required to prevent damage to finishes from sealant installation.

### **3.3 SEALANT APPLICATION**

- A. Sealant and Primer Installation Standard: Comply with ASTM C1193 and manufacturer's written instructions.
- B. Joint Backing: Select joint backing materials recommended by sealant manufacturer as compatible with sealant and adjacent materials. Install backing material at depth required to produce profile of joint sealant allowing optimal sealant movement.
  - 1. Install joint backing to maintain the following joint ratios:
    - a. Joints up to 1/2 inchwide: 1:1 width to depth ratio.
    - b. Joints greater than 1/2 inchwide: 2:1 width to depth ratio; maximum 1/2-inch joint depth.
  - 2. Install bond breaker tape over substrates when sealant backings are not used.
- C. Masking: Mask adjacent surfaces to prevent staining or damage by contact with sealant or primer.
- D. Joint Priming: Prime joint substrates when recommended by sealant manufacturer or when indicated by preconstruction testing or experience. Apply recommended primer using sealant manufacturer's recommended application techniques.
- E. Liquid Sealant Application: Install sealants using methods recommended by sealant manufacturer, in depths recommended for application. Apply in continuous operation from bottom to top of joint vertically and horizontally in a single direction. Apply using adequate pressure to fill and seal joint width.
  - 1. Tool sealants immediately with appropriately shaped tool to force sealants against joint backing and joint substrates, eliminating voids and ensuring full contact.
  - 2. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
  - 3. Tool exposed joint surface concave using tooling agents approved by sealant manufacturer for application.
- F. Cleaning: Remove excess sealant using materials and methods approved by sealant manufacturer that will not damage joint substrate materials.
  - 1. Remove masking tape immediately after tooling joint without disturbing seal.
  - 2. Remove excess sealant from surfaces while still uncured.
- G. Installation of Acoustical Sealant: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations on both sides of assemblies with a continuous bead of acoustical sealant. Comply with ASTM C919 and with manufacturer's written recommendations.

### **3.4 FIELD QUALITY CONTROL**

- A. Field-Adhesion Testing: Perform adhesion tests in accordance with manufacturer's instructions and with ASTM C1193, Method A.
  - 1. Perform 5 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate, and one test for each 1000 feet of joint length thereafter or 1 test per each floor per building elevation, minimum.

2. For sealant applied between dissimilar materials, test both sides of joint.
- B. Remove sealants failing adhesion test, clean substrates, reapply sealants, and re-test. Test adjacent sealants to failed sealants.
- C. Submit report of field adhesion testing to Architect indicating tests, locations, dates, results, and remedial actions taken.

**END OF SECTION 07 92 00**

## **SECTION 08 12 13 - HOLLOW METAL FRAMES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Interior standard steel frames.
  - 2. Borrowed lites.
- B. Related Requirements:
  - 1. Section 08 71 00 "Door Hardware" for door hardware.

#### **1.2 DEFINITIONS**

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

#### **1.3 COORDINATION**

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware

#### **1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.5 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Interior standard steel frames.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each frame type.
  - 2. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 3. Locations of reinforcement and preparations for hardware.
  - 4. Details of each different wall opening condition.

5. Details of anchorages, joints, field splices, and connections.
6. Details of accessories.
7. Details of moldings, removable stops, and glazing.

C. Product Schedule: For hollow-metal frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver hollow-metal frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal frames vertically under cover at Project site with head up. Place on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

## **PART 2 - PRODUCTS**

### **2.1 HOLLOW METAL FRAMES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Ceco Door; AADG, Inc.; ASSA ABLOY.
  2. Curries, AADG, Inc.; ASSA ABLOY Group.
  3. Republic Doors and Frames; a Allegion brand.
  4. Steelcraft; Allegion plc.

### **2.2 STANDARD STEEL FRAMES**

- A. Construct hollow-metal frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Interior Standard Steel Frames: SDI A250.8.
  1. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch.
  2. Construction: Face welded.
  3. Exposed Finish: Prime.

### **2.3 BORROWED LITES**

- A. Fabricate of uncoated steel sheet, minimum thickness of 0.053 inch.
- B. Construction: Face welded.
- C. Fabricate in one piece except where handling and shipping limitations require multiple sections.
- D. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.

### **2.4 FRAME ANCHORS**

- A. Jamb Anchors:
  - 1. Type: Anchors of minimum size and type required by applicable frame standard, and suitable for performance level indicated.
  - 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
  - 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

### **2.5 MATERIALS**

- A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.
- C. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- D. Glazing: Comply with requirements in Section 08 80 00 "Glazing."

### **2.6 FABRICATION**

- A. Hollow-Metal Frames: Fabricate in one piece.
  - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.

2. Door Silencers: Drill stops to receive door silencers as follows. Keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal frames to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule on Drawings, and templates.
  1. Reinforce frames to receive nontemplated, mortised, and surface-mounted door hardware.
  2. Comply with BHMA A156.115 for preparing hollow-metal frames for hardware.
- C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with mitered hairline joints.
  1. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
  2. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches on center and not more than 2 inches on center from each corner.

## **2.7 STEEL FINISHES**

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap frames to receive nontemplated, mortised, and surface-mounted door hardware.

### **3.2 INSTALLATION**

- A. General: Install hollow-metal frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions. Comply with SDI A250.11.

- B. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
  - 1. Install frames with removable stops located on secure side of opening.
- C. Floor Anchors: Secure with postinstalled expansion anchors.
  - 1. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
- D. Solidly pack mineral-fiber insulation inside frames.
- E. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- F. Glazing: Comply with installation requirements in Section 08 80 00 "Glazing" and with hollow-metal manufacturer's written instructions.

### **3.3 CLEANING AND TOUCHUP**

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

**END OF SECTION 08 12 13**

## **SECTION 08 14 16 - FLUSH WOOD DOORS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Solid-core five-ply flush wood veneer-faced doors for transparent finish.
  - 2. Light frames.
- B. Related Requirements:
  - 1. Section 08 80 00 "Glazing" for glass view panels in flush wood doors.

#### **1.2 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type product, including the following:
  - 1. Door core materials and construction.
  - 2. Door edge construction
  - 3. Door face type and characteristics.
  - 4. Door trim for openings.
  - 5. Door frame construction.
  - 6. Factory-machining criteria.
  - 7. Factory- finishing specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:
  - 1. Door schedule indicating door and frame location, type, size and swing.
  - 2. Door elevations, dimension and locations of hardware, lite cutouts, and glazing thicknesses.
  - 3. Details of frame for each frame type, including dimensions and profile.
  - 4. Dimensions and locations of blocking for hardware attachment.
  - 5. Dimensions and locations of mortises and holes for hardware.
  - 6. Clearances and undercuts.
  - 7. Doors to be factory finished and application requirements.

C. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide set of three Samples showing typical range of color and grain to be expected in finished Work.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For door inspector.
  1. Egress Door Inspector: Submit documentation of compliance with NFPA 101, Section 7.2.1.15.4.
  2. Submit copy of DHI's Fire and Egress Door Assembly Inspector (FDI) certificate.
- B. Field quality-control reports.
- C. Sample Warranty: For special warranty.

**1.5 CLOSEOUT SUBMITTALS**

- A. Special warranties.

**1.6 QUALITY ASSURANCE**

- A. Egress Door Inspector Qualifications: Inspector for field quality-control inspections of egress door assemblies complies with qualifications set forth in NFPA 101, Section 7.2.1.15.4 and the following:
  1. DHI's Fire and Egress Door Assembly Inspector (FDI) certification.

**1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons, and wrap bundles of doors in plastic sheeting.
- C. Mark each door on bottom rail with opening number used on Shop Drawings.

**1.8 FIELD CONDITIONS**

- A. Environmental Limitations:
  1. Do not deliver or install doors until building is enclosed and weathertight, wet work is complete, and HVAC system is operating and maintaining temperature between 60 degrees and 90 degrees F and relative humidity between 43 and 70 percent during remainder of construction period.

## **1.9 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Delamination of veneer.
    - b. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
    - c. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
  - 2. Warranty also includes installation and finishing that may be required due to repair or replacement of defective doors
  - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

## **PART 2 - PRODUCTS**

### **2.1 SOURCE LIMITATIONS**

- A. Obtain flush wood doors from single manufacturer from a single source.

### **2.2 FLUSH WOOD DOORS, GENERAL**

- A. Quality Standard: In addition to requirements specified, comply with ANSI/WDMA I.S. 1A.

### **2.3 SOLID-CORE FIVE-PLY FLUSH WOOD VENEER-FACED DOORS FOR TRANSPARENT FINISH**

- A. Interior Doors, Solid-Core Five-Ply Veneer-Faced:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Lambton Doors.
  - b. Masonite Architectural.
  - c. Oshkosh Door Company.
  - d. VT Industries, Inc.
- 2. Performance Grade: ANSI/WDMA I.S. 1A Heavy Duty.
- 3. ANSI/WDMA I.S. 1A Quality Grade: Custom.
- 4. Faces: Single-ply wood veneer not less than 1/50 inch thick.
  - a. Species: Match existing.
  - b. Cut: Match existing.
  - c. Match between Veneer Leaves: Match existing.

- d. Assembly of Veneer Leaves on Door Faces: Match existing.
- 5. Exposed Vertical and Top Edges: Same species as faces - Architectural Woodwork Standards edge Type A.
- 6. Core for Non-Fire-Rated Doors:
  - a. Either glued wood stave or WDMA I.S. 10 structural composite lumber.
- 7. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

## **2.4 FABRICATION**

- A. Factory fit doors to suit frame-opening sizes indicated.
  - 1. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
- B. Factory machine doors for hardware that is not surface applied.
  - 2. Locate hardware to comply with DHI-WDHS-3.
  - 3. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.
  - 4. Coordinate with hardware mortises in metal frames, to verify dimensions and alignment before factory machining.
- C. Openings: Factory cut and trim openings through doors.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 08 80 00 "Glazing."

## **2.5 FACTORY FINISHING**

- A. Comply with referenced quality standard for factory finishing.
  - 1. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  - 2. Finish faces, all four edges, edges of cutouts, and mortises.
  - 3. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors.
- C. Transparent Finish:
  - 1. ANSI/WDMA I.S. 1A Grade: Custom.
  - 2. Staining: As selected by Architect from manufacturer's full range.
  - 3. Sheen: Match existing.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
  - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Hardware: For installation, see Section 08 71 00 "Door Hardware."
- B. Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

### **3.3 FIELD QUALITY CONTROL**

- A. Inspection Agency: Engage a qualified inspector to perform inspections and to furnish reports to Architect.
- B. Inspections:
  - 1. Egress Door Inspections: Inspect each door equipped with panic hardware, each door equipped with fire exit hardware, each door located in an exit enclosure, each electrically controlled egress door, and each door equipped with special locking arrangements in accordance with NFPA 101, Section 7.2.1.15.
- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.
- E. Prepare and submit separate inspection report for each fire-rated door assembly indicating compliance with each item listed in NFPA 101.

### **3.4 ADJUSTING**

- A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

**END OF SECTION 08 14 16**

## **SECTION 08 71 00 – DOOR HARDWARE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes hardware for doors.

#### **1.2 REFERENCES**

- A. Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- B. American National Standards Institute:
  - 1. ANSI A156 - Complete Set of 24 BHMA Standards (A156 Series) with Binder.
  - 2. ANSI A115 Specifications for Steel Door and Frame Preparation for Hardware
  - 3. ANSI A117.1 Accessible and Usable Buildings and Facilities
  - 4. ANSI A250.6 Hardware on Steel Doors (Reinforcement - Applications)
- C. Builders Hardware Manufacturers Association:
  - 1. BHMA Directory of Certified Products.
- D. Building Code:
  - 1. International Building Code (IBC), 2021 Edition.
- E. Door and Hardware Institute:
  - 1. DHI Publication - Abbreviations and Symbols
  - 2. DHI Publication - Basic Architectural Hardware
  - 3. DHI Publication - Hardware Reinforcements on Steel Doors and Frames
  - 4. DHI Publication - For Processing Hardware Schedules and Templates

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product, including:
  - 1. Manufacturer's technical product fact sheets describing each item of hardware to be provided including material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples:
  - 1. Submit samples of door hardware items if requested by Architect. Accepted samples may be incorporated into Work.

C. Door Hardware Schedule:

1. Submit door hardware schedule prepared by or under supervision of an Architectural Hardware Consultant (AHC).
2. Coordinate Door Hardware Schedule with doors, frames and related work to ensure proper size, thickness, hand, function and finish of door hardware.
3. Format:
  - a. Comply with scheduling sequence and vertical form as described in DHI's *Sequence and Format for the Hardware Schedule*.
  - b. Horizontal hardware schedules are not acceptable.
4. Organization:
  - a. Organize door hardware schedule into hardware sets indicating complete designations of every item needed for each door or opening.
  - b. Organize door hardware sets in same order as in Door Schedule on Drawings
5. Content:
  - a. Type, style, function, size, hand and finish for each door hardware item.
  - b. Name and manufacturer of each item.
  - c. Fastenings and other pertinent information.
  - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
  - e. Explanation of abbreviations, symbols and codes contained in schedule.
  - f. Door and frame sizes and materials

**1.4 INFORMATONAL SUBMITTALS**

- A. Manufacturer's Installation Instructions: Submit manufacturer's installation instructions for specified Products.
- B. Qualification Data: For Installer and Architectural Hardware Consultant.
- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

**1.5 CLOSEOUT SUBMITTALS**

- A. Project Record Documents: Record actual locations of installed cylinders and their master key code.

**B. Operation and Maintenance:**

1. Provide operation and maintenance data for hardware consisting of technical information as follows:
  - a. Maintenance instructions for each item of hardware.
  - b. Catalog pages for each product.
  - c. Parts list for each product.
  - d. Copy of final hardware schedule.
  - e. Copy of final keying schedule.
2. Include a copy of operational and maintenance descriptions in Operation and Maintenance Data Manual.

C. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.

**1.6 QUALITY ASSURANCE**

- A. Perform Work in accordance with ANSI A156 series.
- B. Furnish hardware marked and listed in BHMA Directory of Certified Products.

**1.7 QUALIFICATIONS**

- A. Manufacturers: All hardware to be as listed in Section 08 71 11 - Hardware Sets.
  1. Supplier Qualifications and Responsibilities: A recognized architectural hardware supplier that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides a certified Architectural Hardware Consultant (AHC) available to the Owner, Architect, and Contractor, at reasonable times during the course of the Work for consultation.
  2. Installer shall be certified by product manufacturer.
  3. Warehousing Facilities: In Project's vicinity.
  4. Scheduling Responsibility: Preparation of door hardware and keying schedules.

**1.8 PRE-INSTALLATION MEETINGS**

- A. Prior to the installation of door hardware, the hardware supplier and the project contractor shall arrange and hold a jobsite meeting to instruct the Installers personnel on the proper installation of locks.
  1. A letter of compliance, indicating when this meeting is held and who is in attendance, shall be sent to the Architect and Owner.

**1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Package hardware items individually with necessary fasteners, instructions, and installation templates, when necessary; label and identify each package with door opening code to match hardware schedule.

#### **1.10 COORDINATION**

A. Installation Coordination Conference: Prior to hardware installation, schedule and hold a meeting for the purpose of reviewing any questions or concerns related to the proper installation and adjustment of door hardware.

1. Attendees: Door hardware supplier, door hardware installer, Owner and Contractor.
2. After the meeting, provide letter of compliance to the Architect, indicating when the meeting was held and who was in attendance.

B. Coordinate Work with other directly affected Sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.

1. Provide templates or actual hardware as required to ensure proper preparation of doors and frames.

C. Coordinate Owner's keying requirements during course of Work.

#### **1.11 WARRANTY**

A. Furnish three-year warranty for balance of hardware.

#### **1.12 MAINTENANCE MATERIALS**

A. Furnish special wrenches and tools applicable for each different and for each special hardware component.

B. Furnish maintenance tools and accessories supplied by hardware component manufacturer.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

A. All hardware to be as listed in Section 08 71 11 - Hardware Sets.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC A117.1.
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
  - 2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
- B. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

## 2.3 DOOR HARDWARE

- A. Description:
  - 1. Doors shall comply with Code requirements regarding ADA. Hardware Supplier and Door Supplier shall coordinate hardware applications with Contractor and Architect prior to ordering materials.
  - 2. Keying: As best possible, locks shall have ability to be keyed together and as directed by Owner. Allow for a master-key level. Allow for two change keys per lock and two master keys.

## 2.4 COMPONENTS

- A. General Hardware Requirements: Where not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Hardware shall be of best grade, entirely free of imperfections in manufacture and finish and shall satisfactorily perform various functions needed. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors.
  - 1. Templates: Furnish templates or physical hardware items to door and frame manufacturers sufficiently in advance to avoid delay in Work.
  - 2. Reinforcing Units: Furnished by door manufacturers; coordinated by hardware supplier or hardware manufacturer.
  - 3. Fasteners: Furnish as recommended by hardware manufacturer and as required to secure hardware.
  - 4. Finish: Match hardware item being fastened.
- B. Hinges: ANSI A156.1, full mortise, 5-knuckle, button tip hinges with non-rising loose pins and ball type bearings; template type; ANSI A156.7 complying with following general requirements unless otherwise scheduled.
  - 1. Widths: Sufficient to clear trim projection when door swings 180 degrees.
  - 2. Number: Furnish minimum three hinges to 90 inches high, four hinges to 120 inches high for each door leaf.
  - 3. Size and Weight: 4-1/2 inch standard.

4. Pins: Furnish nonferrous hinges with non-removable pins (NRP) at exterior and locked out-swinging doors.
5. Tips: Flat button tips.
6. Acceptable Manufacturers: McKinney, Ives, Stanley and Bommer.

C. Locksets and Latchsets:

1. General Requirements:
  - a. Shape of lever shall be easy to grasp with one hand and not require tight grasping, tight pinching or twisting of wrist.
  - b. Locksets and latchsets shall not require more than 15 lbf to release latch. Locks shall not require use of a key, tool or special knowledge for operation.
  - c. Provide manufacturer's standard wrought box strike for each latchset and lockset with curved lip extended to protect frame without catching clothing. Finish shall match hardware set.
  - d. Locks and cylinders shall be provided with conventional 6-pin tumblers and 6-pin large format keyed interchangeable cores. Lock cylinder parts shall be made from brass/bronze, stainless steel or nickel silver.
2. Furnish locksets compatible with selected cylinders. Typical 2-3/4 inch backset.
3. Acceptable Manufacturers: Corbin Russwin.

D. Cylinders: ANSI A156.5, match specified locksets and latchsets.

1. Cylindrical locksets and latchsets that comply with ANSI A156.2, Series 4000, Grade 1.
2. Locks shall meet ANSI A117.1, Accessibility Code.
3. Keying: Coordinate with Owner's requirements.
  - a. Include construction keying for all keyed locks.
4. Keys: Nickel silver.
5. Supply keys in the following minimum quantities:
  - a. 5 master keys.
  - b. 6 construction keys.
  - c. 2 change keys for each lock (or as directed by Owner).
6. Acceptable Manufacturers: Corbin Russwin.

## 2.5 AUXILIARY HARDWARE

A. Silencers: ANSI/ BHMA A156.16

1. Tamper-proof resilient cushions designed to absorb shock and noise at openings without gaskets.
2. Three (3) silencers per single door and 2 for pairs of doors.
3. Acceptable Manufacturers: Rockwood.

B. Door Stops:

1. Floor-mounted or wall-mounted types; overhead door holder type where floor or wall stops cannot be used.
2. Acceptable Manufacturers: Rockwood.

## **2.6 FINISHING**

A. Finishes: ANSI A156.18.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

A. Verify doors and frames are ready to receive door hardware and dimensions are as indicated on approved shop drawings and instructed by manufacturer.

### **3.2 INSTALLATION**

A. General Requirements:

1. Install door hardware item to comply with manufacturers' written instructions using manufacturers supplied fasteners.
2. Securely install finish hardware items in compliance with accepted schedule and templates furnished with hardware.
3. Install locksets and trim after finishing of doors and frames is complete.
4. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
5. Drill and countersink units not factory-prepared for anchorage fasteners. Space fasteners and anchors in compliance with industry standards.

B. Mounting Heights:

1. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.
2. Mounting Heights from Finished Floor to Center Line of Hardware Item: Comply with manufacturer recommendations and applicable codes where not otherwise indicated.

### **3.3 FIELD QUALITY CONTROL**

A. Architectural Hardware Consultant inspect installation and certify hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

### **3.4 ADJUSTING**

A. Adjust hardware for smooth operation.

### **3.5 PROTECTION OF INSTALLED CONSTRUCTION**

A. Do not permit adjacent work to damage hardware or hardware finish.

### **3.6 DOOR HARDWARE SETS**

A. General:

1. All hardware to be as listed in Section 08 71 11 – Hardware Sets.
2. All hardware to be approved by Owner

B. Manufacturers:

1. Manufacturer (Abbreviation):
  - a. By Manufacturer Supplier (B/S).
  - b. Corbin Russwin (CR).
  - c. Hager Companies (HAG).
  - d. Pemko Manufacturing Company (PEM).
  - e. Dormakaba (DOR).
  - f. Von Duprin (VD).
  - g. Hess Innovations (HS).
  - h. Securitron (SA).
  - i. Salto (SAL).

C. Finishes:

1. ANSI – US – Description - Base Metal:
  - a. 26D - US26D - Satin Chromium Plated – Any.
  - b. 32D - US32D - Satin Stainless Steel, 300 Series - Stainless Steel.
  - c. 626 - US26D - Satin Chromium Plated over Nickel - Brass, Bronze.
  - d. 689 - US28 - Aluminum Painted – Any.
  - e. AL - US28 - Aluminum Mill Finish – Aluminum.
  - f. DKB - US10B - Dark Bronze - Any.
  - g. GRY – None - Grey - Any.
  - h. PRI - USP - Primed for Field Painting – Any.
  - i. SP313 – None - Sprayed Dark Bronze – Steel.
  - j. DBZ – None - Dark Bronze – Any.

D. Door Hardware Sets: See Drawings.

**END OF SECTION 08 71 00**

## **SECTION 08 80 00 - GLAZING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Glass products.
  - 2. Glazing sealants.
  - 3. Glazing tapes.
  - 4. Miscellaneous glazing materials.

#### **1.2 DEFINITIONS**

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
- C. IBC: International Building Code.

#### **1.3 COORDINATION**

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Glazing Accessory Samples: For sealants, in 12-inch lengths.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.
- B. Product Certificates: For glass.

C. Sample Warranties: For special warranties.

## **1.6      QUALITY ASSURANCE**

- A. Fabricated-Glass Manufacturer Qualifications: A qualified manufacturer of fabricated glass units who is approved and certified by primary glass manufacturer.
- B. Installer Qualifications: A qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and who employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

## **1.7      DELIVERY, STORAGE, AND HANDLING**

- A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

## **1.8      WARRANTY**

- A. Manufacturer's Special Warranty for Heat-Soaked Tempered Glass: Manufacturer agrees to replace heat-soaked tempered glass units that spontaneously break due to nickel sulfide (NiS) inclusions at a rate exceeding 0.3 percent (3/1000) within specified warranty period. Coverage for any other cause is excluded.
  - 1.      Warranty Period: 10 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1      MANUFACTURERS**

- A. Source Limitations for Glazing Accessories: For each product and installation method, obtain from single source from single manufacturer.

### **2.2      PERFORMANCE REQUIREMENTS**

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

### **2.3 GLASS PRODUCTS, GENERAL**

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. NGA Publications: "Glazing Manual."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
  1. Minimum Glass Thickness: 6 mm.
- D. Strength: Where fully tempered float glass is indicated, provide fully tempered float glass.

### **2.4 GLASS PRODUCTS**

A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

### **2.5 GLAZING SEALANTS**

A. General:

1. Compatibility: Compatible with one another and with other materials they contact, including glass products and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.

B. Neutral-Curing Silicone Glazing Sealant, Class 50: Complying with ASTM C920, Type S, Grade NS, Use NT.

## **2.6 GLAZING TAPES**

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
  - 1. AAMA 804.3 tape, where indicated.
  - 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
  - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
  - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## **2.7 MISCELLANEOUS GLAZING MATERIALS**

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Type recommended in writing by sealant or glass manufacturer.
- D. Spacers: Type recommended in writing by sealant or glass manufacturer.
- E. Edge Blocks: Type recommended in writing by sealant or glass manufacturer.

## **2.8 FABRICATION OF GLAZING UNITS**

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Minimum required face and edge clearances.
  - 3. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units. Do not use materials that leave visible marks in the completed Work.

### **3.3 GLAZING, GENERAL**

- A. Comply with combined written instructions of manufacturers of glass, sealants and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.

2. Provide 1/8-inch- minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

### **3.4 TAPE GLAZING**

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

### **3.5 SEALANT GLAZING (WET)**

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### **3.6 CLEANING AND PROTECTION**

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### **3.7 MONOLITHIC GLASS SCHEDULE**

- A. Clear Glass Type GL-1: Fully tempered float glass.
  - 1. Minimum Thickness: 6 mm.
  - 2. Safety glazing required.

**END OF SECTION 08 80 00**

## **SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Framing systems.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type product.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation Reports: For high-strength steel studs and tracks post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

#### **1.4 QUALITY ASSURANCE**

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Steel Framing Industry Association.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Notify manufacturer of damaged materials received prior to installation.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.
- B. Horizontal Deflection: For non-composite wall assemblies, limited to 1/240 of the wall height based on horizontal loading of 5 lbf/sq. ft.
- C. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.

### 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with AISI S220 and ASTM C645, Section 10 for conditions indicated.
  - 1. Steel Sheet Components: Comply with AISI S220 requirements for metal unless otherwise indicated
  - 2. Protective Coating: Comply with AISI S220; ASTM A653/A653M, G40; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
    - a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
- B. Studs and Track: AISI S220.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide ClarkDietrich; ProSTUD Drywall Framing or comparable product by one of the following:
    - a. CEMCO; California Expanded Metal Products Co.
    - b. TELLING Industries.
  - 2. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
  - 3. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide the following:
  - 1. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

- E. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-steel thickness, with minimum 1/2-inch- wide flanges.
  - 1. Depth: 1-1/2 inches.
  - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.

## **2.3 AUXILIARY MATERIALS**

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION, GENERAL**

- A. Installation Standard: ASTM C754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### **3.3 INSTALLATION OF FRAMING SYSTEMS**

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Single-Layer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
  - 2. Multilayer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
- B. Install studs so flanges within framing system point in same direction.
- C. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 4. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- D. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### **3.4 FIELD QUALITY CONTROL**

- A. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

**END OF SECTION 09 22 16**

## **SECTION 09 29 00 - GYPSUM BOARD**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Interior gypsum board.
- B. Related Requirements:
  - 1. Section 07 92 00 "Joint Sealants" for acoustical joint sealants installed in gypsum board assemblies.
  - 2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing that support gypsum board panels.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type product.
- B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

#### **1.3 DELIVERY, STORAGE AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### **1.4 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## **PART 2 - PRODUCTS**

### **2.1 SOURCE LIMITATIONS**

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

### **2.2 PERFORMANCE REQUIREMENTS**

- A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.

### **2.3 GYPSUM BOARD, GENERAL**

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### **2.4 INTERIOR GYPSUM BOARD**

- A. Gypsum Wallboard: ASTM C1396/C1396M.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. American Gypsum.
    - b. Georgia-Pacific Gypsum LLC.
    - c. Gold Bond Building Products, LLC provided by National Gypsum Company.
    - d. USG Corporation
  - 2. Thickness: 5/8 inch.
  - 3. Long Edges: Tapered.
- B. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. American Gypsum.
    - b. Georgia-Pacific Gypsum LLC.
    - c. Gold Bond Building Products, LLC provided by National Gypsum Company.
    - d. USG Corporation.
  - 2. Core: 5/8 inch.
  - 3. Long Edges: Tapered.
  - 4. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

## **2.5 TRIM ACCESSORIES**

- A. Interior Trim: ASTM C1047.
  - 1. Material: Paper-faced galvanized-steel sheet.
  - 2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - c. L-Bead: L-shaped; exposed long flange receives joint compound.

## **2.6 JOINT TREATMENT MATERIALS**

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

## **2.7 AUXILIARY MATERIALS**

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
- C. Sound-Attenuation Blankets: As specified in Section 09 81 00 "Acoustical Insulation."
- D. Acoustical Sealant: As specified in Section 07 92 00 "Joint Sealants."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Form control and expansion joints with space between edges of adjoining gypsum panels.
- E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  2. Fit gypsum panels around ducts, pipes, and conduits.
  3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

### **3.3 INSTALLATION OF INTERIOR GYPSUM BOARD**

- A. Install interior gypsum board in the following locations:
  1. Wallboard Type: As indicated on Drawings.
  2. Mold-Resistant Type: As indicated on Drawings.
- B. Single-Layer Application:
  1. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### **3.4 INSTALLATION OF TRIM ACCESSORIES**

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints in accordance with ASTM C840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
  1. Cornerbead: Use at outside corners unless otherwise indicated.
  2. LC-Bead: Use at exposed panel edges.
  3. L-Bead: Use where indicated on Drawings.

### **3.5 FINISHING OF GYPSUM BOARD**

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
  - a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

### **3.6 PROTECTION**

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

**END OF SECTION 09 29 00**

## **SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Acoustical panels.
  - 2. Metal suspension system.
  - 3. Metal edge moldings and trim.

#### **1.2 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Acoustical panels.
  - 2. Metal suspension system.
  - 3. Metal edge moldings and trim.
- B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
  - 1. Acoustical Panels: Set of 6-inch- square Samples of each type, color, pattern, and texture.
  - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- long Samples of each type, finish, and color.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Ceiling suspension-system members.
  - 2. Structural members to which suspension systems will be attached.
  - 3. Method of attaching hangers to building structure.
    - a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.

4. Carrying channels or other supplemental support for hanger-wire attachment where conditions do not permit installation of hanger wires at required spacing.
5. Size and location of initial access modules for acoustical panels.
6. Items penetrating finished ceiling and ceiling-mounted items including the following:
  - a. Lighting fixtures.
  - b. Diffusers.
  - c. Grilles.
  - d. Speakers.
  - e. Sprinklers.
  - f. Access panels.
  - g. Perimeter moldings.
7. Minimum Drawing Scale: 1/4 inch = 1 foot.

B. Qualification Data: For testing agency.

C. Product Test Reports: For each acoustical panel ceiling, for tests performed by a qualified testing agency.

D. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

E. Field quality-control reports.

#### **1.5 CLOSEOUT SUBMITTALS**

A. Maintenance Data: For finishes to include in maintenance manuals.

#### **1.6 MAINTENANCE MATERIAL SUBMITTALS**

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Units: Full-size panels equal to 2 percent of quantity installed.
2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

#### **1.7 DELIVERY, STORAGE, AND HANDLING**

A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

## 1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

A. Source Limitations for Ceiling System: Obtain each type of acoustical ceiling panel and its supporting suspension system from single source from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Class A in accordance with ASTM E1264.
2. Smoke-Developed Index: 50 or less.

### 2.3 ACOUSTICAL PANELS – ACT-1

A. Basis-of-Design Product: Subject to compliance with requirements, provide USG (<https://www.usg.com>, 800-950-3839); Radar 2210, or comparable product, approved by the Architect, by the following.

1. USG Corporation.

B. Acoustical Panel Standard: Provide manufacturer's standard panels in accordance with ASTM E1264 and designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.

C. Classification: Provide panels as follows:

1. Type and Form, Type III Form 2: Mineral base with painted finish; Form 2 water felted.
2. Pattern: CE (perforated, small holes and lightly textured).

D. Color: White.

E. Light Reflectance (LR): Not less than 0.81.

F. Ceiling Attenuation Class (CAC): Not less than 30.

G. Noise Reduction Coefficient (NRC): Not less than 0.50.

H. Articulation Class (AC): Not applicable.

- I. Edge/Joint Detail: Square.
- J. Thickness: 5/8 inch.
- K. Modular Size: 24 by 24 inches.
- L. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested in accordance with ASTM D3273, ASTM D3274, or ASTM G21 and evaluated in accordance with ASTM D3274 or ASTM G21.

## **2.4 METAL SUSPENSION SYSTEM**

- A. Product: Match existing.
- B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories in accordance with ASTM C635/C635M and designated by type, structural classification, and finish indicated.
- C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 coating designation; with prefinished 15/16-inch- wide metal caps on flanges.
  - 1. Fire Rating: None.
  - 2. Structural Classification: Heavy-duty system.
  - 3. End Condition of Cross Runners: Override (stepped) type.
  - 4. Face Design: Flat, flush.
  - 5. Cap Material: Cold-rolled steel.
  - 6. Cap Finish: Painted white.

## **2.5 ACCESSORIES**

- A. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated.
  - 1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing in accordance with ASTM E488/E488M or ASTM E1512 as applicable, conducted by a qualified testing and inspecting agency.
    - a. Type: Postinstalled expansion anchors.
    - b. Corrosion Protection, Carbon Steel: Components zinc plated in accordance with ASTM B633, Class SC 1 (mild) service condition.

2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing in accordance with ASTM E1190, conducted by a qualified testing and inspecting agency.

B. Wire Hangers, Braces, and Ties: Provide wires as follows:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper.
2. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C635/C635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.106-inch- diameter wire.

C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.

D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.

E. Angle Hangers: Angles with legs not less than 7/8 inch wide; formed with 0.04-inch- thick, galvanized-steel sheet complying with ASTM A653/A653M, G90 coating designation; with bolted connections and 5/16-inch- diameter bolts.

## **2.6 METAL EDGE MOLDINGS AND TRIM**

A. Product: Match existing.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Edge moldings to fit acoustical panel edge details and suspension systems indicated and match width and configuration of exposed runners unless otherwise indicated.
2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

## **2.7 ACOUSTICAL SEALANT**

A. Acoustical Sealant: As specified in Section 07 92 00 "Joint Sealants."

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

### **3.3 INSTALLATION OF ACOUSTICAL PANEL CEILINGS**

- A. Install acoustical panel ceilings in accordance with ASTM C636/C636M and manufacturer's written instructions.
- B. Suspend ceiling hangers from building's structural members and as follows:
  1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
  4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.

6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
8. Do not attach hangers to steel deck tabs.
9. Space hangers not more than 48 inches on center along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
10. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches on center and not more than 3 inches from ends. Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.

1. Arrange directionally patterned acoustical panels as follows:
  - a. As indicated on approved shop drawings.
2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

### **3.4 ERECTION TOLERANCES**

A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet, non-cumulative.

B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet, non-cumulative.

**3.5 CLEANING**

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

**END OF SECTION 09 51 13**

## **SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Rubber base.
  - 2. Stair nosing.
  - 3. Transitions.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches long.
- C. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

#### **1.3 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F.

#### **1.5 FIELD CONDITIONS**

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive resilient products during the following periods:
  - 1. 48 hours before installation.
  - 2. During installation.

3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 RUBBER BASE – RB-1

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite, a Tarkett company ([www.tarkettina.com](http://www.tarkettina.com), 800-899-8916); Duracove or comparable product, approved by the Architect, by one of the following.
  1. Flexco Corporation.
  2. Roppe Corporation; Roppe Holding Company.
- B. Product Standard: ASTM F1861, Type TP (rubber, thermoplastic).
  1. Group I (solid, homogeneous).
  2. Style: Cove.
- C. Thickness: 0.125 inch.
- D. Height: Match existing unless otherwise indicated on Drawings.
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed.
- G. Inside Corners: Job formed.
- H. Colors: See Finish Legend on Drawings.

### 2.2 RUBBER STAIR NOSING – RST-1

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite, a Tarkett company ([www.tarkettina.com](http://www.tarkettina.com), 800-899-8916); Resilient Vinyl Stair Nosing, Item VDL-XX-SQ, or comparable product, approved by the Architect, by one of the following.
  1. Flexco Corporation.
  2. Roppe Corporation; Roppe Holding Company.
- B. Description: Vinyl nosing for carpet transition strips.
- C. Colors: See Finish Legend on Drawings.

## **2.3 RESILIENT TRANSITIONS**

- A. Description: Flooring transitions.
- B. Locations: Provide transitions at change of flooring and as indicated on Drawings.
- C. Profile and Dimensions: As selected by Architect from manufacturer's standards.
- D. Colors and Patterns: As selected by Architect from manufacturer's standards.

## **2.4 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

# **PART 3 - EXECUTION**

## **3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

## **3.2 PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### **3.3 RESILIENT BASE INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
    - a. Form without producing discoloration (whitening) at bends.
  - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
    - a. Cope corners to minimize open joints.

### **3.4 STAIR NOSING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing stair nosing.

### **3.5 RESILIENT TRANSITION INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

### **3.6 CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from surfaces.
  - 2. Sweep and vacuum horizontal surfaces thoroughly.
  - 3. Damp-mop horizontal surfaces to remove marks and soil.

- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

**END OF SECTION 09 65 13**

## **SECTION 09 65 16 - RESILIENT SHEET FLOORING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  1. Unbacked vinyl flooring.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of resilient flooring.
  1. Include flooring layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
  2. Show details of special patterns.
- C. Samples for Verification: Full-size units of each color and pattern of floor tile required.
  1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.
- D. Product Schedule: For resilient flooring. Use same designations indicated on Drawings.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For each type of resilient flooring to include in maintenance manuals.

#### **1.5 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

## **1.6      QUALITY ASSURANCE**

- A.      Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for resilient flooring installation and seaming method indicated.
  - 1.      Engage an installer who employs workers for this Project who are trained or certified by resilient flooring manufacturer for installation techniques required.

## **1.7      DELIVERY, STORAGE, AND HANDLING**

- A.      Store resilient flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F.

## **1.8      FIELD CONDITIONS**

- A.      Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 degrees F or more than 85 degrees F, in spaces to receive resilient flooring during the following periods:
  - 1.      48 hours before installation.
  - 2.      During installation.
  - 3.      48 hours after installation.
- B.      After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C.      Close spaces to traffic during resilient flooring installation.
- D.      Close spaces to traffic for 48 hours after resilient flooring installation.
- E.      Install resilient flooring after other finishing operations, including painting, have been completed.

## **PART 2 - PRODUCTS**

### **2.1      PERFORMANCE REQUIREMENTS**

- A.      Fire-Test-Response Characteristics: For resilient flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1.      Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

## **2.2 VINYL FLOORING - VCT-1**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sterling 51904 by Armstrong (<https://www.armstrongflooring.com/en-us>); or comparable product, approved by the Architect, by one of the following:
  - 1. Gerflor USA.
  - 2. Mannington Mills, Inc.
  - 3. Roppe Corporation; Roppe Holding Company.
- B. Product Standard: ASTM F 1344.
- C. Thickness: 0.14 inch
- D. Wearing Surface: Hammered.
- E. Seamless-Installation Method: Heat welded.
- F. Colors and Patterns: See Finish Legend on Drawings .

## **2.3 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient flooring and substrate conditions indicated.
- C. Seamless-Installation Accessories:
  - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
    - a. Colors: As selected by Architect from manufacturer's full range to contrast with flooring.
- D. Integral-Flash-Cove-Base Accessories:
  - 1. Cove Strip: 1-inch radius provided or approved by resilient flooring manufacturer.
  - 2. Cap Strip: Square metal, vinyl, or rubber cap. provided or approved by resilient flooring manufacturer.
  - 3. Corners: Metal inside and outside corners and end stops provided or approved by resilient flooring manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient flooring.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to resilient flooring manufacturer's written instructions to ensure adhesion of resilient flooring.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by resilient flooring manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by resilient flooring manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
  - 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    - a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
    - b. Relative Humidity Test: Using in-situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient flooring until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient flooring.

### **3.3 INSTALLATION**

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles as indicated on approved shop drawings.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  - 1. Lay tiles in pattern of colors and sizes indicated on approved shop drawings.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- H. Seamless Installation:
  - 1. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and heat weld with welding bead to fuse sections permanently into a seamless flooring installation. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.
- I. Integral-Flash-Cove Base: Cove resilient flooring 6 inches up vertical surfaces, unless otherwise indicated in Finish Legend on Drawings. Support flooring at horizontal and vertical junction with cove strip. Butt at top against cap strip.
  - 1. Install metal corners at inside and outside corners.

### **3.4 CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient flooring.
- B. Perform the following operations immediately after completing resilient flooring installation:
  - 1. Remove adhesive and other blemishes from surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.

- C. Protect flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover flooring until Substantial Completion.

**END OF SECTION 09 65 16**

## **SECTION 09 68 13 - TILE CARPETING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Modular carpet tile.

#### **1.2 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
    - a. Review delivery, storage, and handling procedures.
    - b. Review ambient conditions and ventilation procedures.
    - c. Review subfloor preparation procedures.
  - 2. Review methods and procedures related to walk-off mat installation

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
  - 2. Include manufacturer's written installation recommendations for each type of substrate.
- B. Shop Drawings:
  - 1. For carpet tile installation, plans showing the following:
    - a. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
    - b. Carpet tile type, color, and dye lot.
    - c. Type of subfloor.
    - d. Type of installation.
    - e. Pattern of installation.
    - f. Pattern type, location, and direction.
    - g. Pile direction.
    - h. Type, color, and location of insets and borders.

- i. Type, color, and location of edge, transition, and other accessory strips.
- j. Transition details to other flooring materials.

C. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

- 1. Carpet Tile: Full-size Sample.

D. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

#### **1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance Data:
  - 1. For carpet tiles to include in maintenance manuals. Include the following:
    - a. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
    - b. Precautions for cleaning materials and methods that could be detrimental to carpet tile.
  - 2. For walk-off mat to include in maintenance manuals.

#### **1.6 MAINTENANCE MATERIAL SUBMITTALS**

- A. Carpet Tile:
  - 1. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
    - a. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd.

#### **1.7      QUALITY ASSURANCE**

- A. Carpet Tile Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.

#### **1.8      DELIVERY, STORAGE, AND HANDLING**

- A. Comply with the Carpet and Rug Institute's CRI 104.

#### **1.9      FIELD CONDITIONS**

- A. Comply with the Carpet and Rug Institute's CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

#### **1.10     WARRANTY**

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
  - 2. Failures include, but are not limited to, the following:
    - a. More than 10 percent edge raveling, snags, and runs.
    - b. Dimensional instability.
    - c. Excess static discharge.
    - d. Loss of tuft-bind strength.

- e. Loss of face fiber.
- f. Delamination.
- 3. Warranty Period: 10 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 CARPET TILE – CPT-1**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Southern Analog, Voltage, VT316 Balance by Milliken & Company ([www.milliken.com](http://www.milliken.com), 864-503-2020); Network or comparable product, approved by the Architect, by one of the following:
  - 1. Interface, Inc.
  - 2. Mannington Commercial; a business unit of Mannington Mills, Inc.
  - 3. Mohawk Carpet, LLC; The Mohawk Group.
  - 4. Shaw Industries Group, Inc.; Berkshire Hathaway Company.
  - 5. Tarkett USA.
- B. Color and Pattern: Southern Analog, Voltage, VT316 Balance or match existing carpet tiles in the building.
- C. Primary Backing/Backcoating: Manufacturer's standard composite materials.
- D. Size: 24 by 24 inches.
- E. Performance Characteristics:
  - 1. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm according to NFPA 253.

### **2.2 INSTALLATION ACCESSORIES**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives:
  - 1. Carpet Tile: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile and are recommended by carpet tile manufacturer for releasable installation.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION – CARPET TILE**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.

- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Concrete Slabs: Verify that finishes comply with requirements and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
  - 1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
    - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
    - b. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
    - c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Wood Subfloors: Verify the following:
  - 1. Underlayment over subfloor complies with requirements specified in Section 06 16 00 "Sheathing."
  - 2. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.

### **3.2 PREPARATION – CARPET TILE**

- A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.

C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

### **3.3 INSTALLATION – CARPET TILE**

- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.

### **3.4 CLEANING AND PROTECTION**

- A. Perform the following operations immediately after installing carpet tile:
  1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  2. Remove yarns that protrude from carpet tile surface.
  3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with the Carpet and Rug Institute's CRI 104, Section 13.7.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

**END OF SECTION 09 68 13**

## **SECTION 09 91 23 - INTERIOR PAINTING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes surface preparation and the application of paint systems.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  1. Submit Samples on rigid backing, 8 inches square.
  2. Label each coat of each Sample.
  3. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
  1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

#### **1.4 QUALITY ASSURANCE**

- A. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

#### **1.5 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Paint: 1 gallon of each material and color applied.

## **1.6      QUALITY ASSURANCE**

- A.     Source Limitations: Obtain paint materials from single source from single listed manufacturer.
  - 1.     Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

## **1.7      DELIVERY, STORAGE, AND HANDLING**

- A.     Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
  - 1.     Product name and type (description).
  - 2.     Batch date.
  - 3.     Color number.
  - 4.     VOC content.
  - 5.     Environmental handling requirements.
  - 6.     Surface preparation requirements.
  - 7.     Application instructions.
- B.     Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F.
  - 1.     Maintain containers in clean condition, free of foreign materials and residue.
  - 2.     Remove rags and waste from storage areas daily.

## **1.8      FIELD CONDITIONS**

- A.     Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 degrees F and 95 degrees F.
- B.     Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.

# **PART 2 - PRODUCTS**

## **2.1      MANUFACTURERS**

- A.     Basis-of-Design Product: Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin Williams Company (The) ([www.sherwin-williams.com](http://www.sherwin-williams.com)); Products, or comparable products, approved by the Architect, by one of the following:
  - 1.     PPG Industries, Inc.
  - 2.     Benjamin Moore & Co.

## **2.2 PAINT, GENERAL**

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: See Finish Legend on Drawings.

## **2.3 SOURCE QUALITY CONTROL**

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
  - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
    - a. Gypsum Board: 12 percent.
    - b. Concrete: 12 percent.
    - c. Masonry (Clay and CMU): 12 percent.
  - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

### **3.3 APPLICATION**

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### **3.4 FIELD QUALITY CONTROL**

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### **3.5 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### **3.6 PAINTING SCHEDULE**

- A. PNT-1:
  - 1. Application includes:
    - a. Gypsum board walls.
  - 2. System:
    - a. Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
    - b. Finish (2 coats): ProMar 200 Zero VOC Latex, Eggshell, B20-2600
  - 3. Color: See Finish Legend on Drawings.
- B. PNT-2:
  - 1. Application includes:
    - a. Gypsum board ceilings.
  - 2. System:
    - a. Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
    - b. Finish (2 coats): ProMar 200 Zero VOC Latex, Flat
  - 3. Color: See Finish Legend on Drawings.

C. PNT-3:

1. Application includes:
  - a. Hollow metal doors and frames.
2. System:
  - a. Primer: Pro Industrial Pro-Cryl Universal Acrylic Primer
  - b. Finish (2 coats): Pro Industrial Waterbased Alkyd Urethane, Semi-Gloss, B53-1151
3. Color: See Finish Legend on Drawings.

D. PNT-4:

1. Application includes:
  - a. Accents.
2. System:
  - a. Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
  - b. Finish (2 coats): ProMar 200 Zero VOC Latex, Eggshell, B20-2600
3. Color: See Finish Legend on Drawings.

E. PNT-5:

1. Application includes:
  - a. Accents.
2. System:
  - a. Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
  - b. Finish (2 coats): ProMar 200 Zero VOC Latex, Eggshell, B20-2600
3. Color: See Finish Legend on Drawings.

F. SC-1:

1. Application includes:
  - a. Existing bare concrete floors.
2. Preparation: See Finish Legend on Drawings.
3. System:
  - a. Finish (2 coats): H&C Products Group, H&C Clarishield Water-Based Wet-Look Concrete Sealer
4. Color: Clear

**END OF SECTION 09 91 23**