

Construction Documents  
Project Manual



**Francis Marion  
University**

**Deferred Maintenance:  
Other Refurbishments -  
Renovations Campus Wide -**

**Entrance Gate Renovations - Gates 2, 3,  
and 4**

**Florence, South Carolina**

October 2023

Project Number: H18-9583-SG-E



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**PROJECT NUMBER:** H18-9583-SG-E

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

**AGENCY/OWNER:** Francis Marion University

**PROJECT NAME:** Entrance Gate Renovations - Gates 2, 3, and 4

**PROJECT NUMBER:** H18-9583-SG-E      **CONSTRUCTION COST RANGE:** \$ 335,000 to \$ 1,000,000

**PROJECT LOCATION:** 4822 East Palmetto Steet, Florence, SC 29506

**DESCRIPTION OF PROJECT/SERVICES:** Removal of one existing sign, four entrance gates, and landscape. Construction of an entrance fountain and four entrance gates.

**BID/SUBMITTAL DUE DATE:** \_\_\_\_\_ **TIME:** 2:00 PM      **NUMBER OF COPIES:** 1

**PROJECT DELIVERY METHOD:** Design-Bid-Build

**AGENCY PROJECT COORDINATOR:** Taylor Hucks

**EMAIL:** Taylor.Hucks@FMarion.edu      **TELEPHONE:** 843-661-1488

**DOCUMENTS MAY BE OBTAINED FROM:** https://www.fmarion.edu/facilitiesmanagement/

**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 & 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:** McMillan Pazdan Smith Architecture - Columbia      **A/E CONTACT:** Sanders Tate

**EMAIL:** State@mcmillanpazdansmith.com      **TELEPHONE:** 803-730-7014

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

**PRE-BID DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**PRE-BID PLACE:** FMU Physical Plant - Conference Room - 4822 E. Palmetto St. Florence, SC 29506

**BID OPENING PLACE:** FMU Physical Plant - Conference Room - 4822 E. Palmetto St. Florence, SC 29506

**BID DELIVERY ADDRESSES:**

**HAND-DELIVERY:**

**Attn:** Taylor Hucks  
Francis Marion University - Physical Plant  
4822 East Palmetto St., Florence, SC 29506

**MAIL SERVICE:**

**Attn:** Taylor Hucks  
Francis Marion University  
P.O. Box 100547, Florence, SC 29502-0547

**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency *MUST* check one)**    Yes     No

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(OSE Project Manager)

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

***Instructions to Bidders***

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

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

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

## Instructions to Bidders

for the following Project:

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

Entrance Gate Renovations - Gates 2, 3, and 4

H18-9583-SG-E

Francis Marion University, 4822 E Palmetto St, Florence, SC 29506

MPS Project No. : 023087.00

### THE OWNER:

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

Francis Marion University

4822 E Palmetto Street

Florence, SC 29506

Telephone: 843.661.1488

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)*

McMillan Pazdan Smith Architecture

1316 Washington Street, Suite 100

Columbia, SC 29201

Telephone: 803.730.7014

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

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## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

### § 2.2 Certification of Independent Price Determination

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



§ 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.

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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

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

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

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

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

## § 4.2 Bid Security

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

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

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

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

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

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

## § 4.3 Submission of Bids

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

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

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

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

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

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

#### § 4.4 Modification or Withdrawal of Bid

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

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

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

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

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

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

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

#### § 5.2 Rejection of Bids

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

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

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

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

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

### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Responsibility

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

### § 6.2 Reserved

### § 6.3 Submittals

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

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

### § 6.4 Posting of Intent To Award

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

**Room or Area of Posting:** FMU Physical Plant Bulletin Board

**Building Where Posted:** FMU Physical Plant Building

**Address of Building:** 4822 East Palmetto St., Florence, SC 29506

**WEB site address (if applicable):** <https://www.fmarion.edu/facilitiesmanagement/>

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

### § 6.5 Protest of Solicitation or Award

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

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

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

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

**ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

**§ 7.1 Bond Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

- .5 Specifications

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



.6 Addenda:

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

.7 Other Exhibits:

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

- AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
- The Sustainability Plan:
- Supplementary and other Conditions of the Contract:

.8 Other documents listed below:

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

**ARTICLE 9 Miscellaneous**

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

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

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

[www.sctax.org](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 SCOSE Version, which, unless provided otherwise in the Bid Documents, requires the contractor to provide builder's risk insurance on the project.

## § 9.5 Tax Credit For Subcontracting With Minority Firms

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

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

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

## § 9.6 Other Special Conditions Of The Work

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

Francis Marion University  
4822 East Palmetto Street  
Florence, SC 29506

**BOND AMOUNT:**

**PROJECT:**

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

Entrance Gate Renovations - Gates 2, 3, and 4  
H18-9583-SG-E  
4822 East Palmetto Street Florence, SC 29506

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Contractor as Principal)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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ACD43070810

# SE-330 LUMP SUM BID FORM

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

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

**BID SUBMITTED TO:** Francis Marion University  
(Agency's Name)

**FOR: PROJECT NAME:** Entrance Gate Renovations - Gates 2, 3, and 4  
**PROJECT NUMBER:** H18-9583-SG-E

## **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): Removal of one existing sign, four entrance gates, and landscape. Construction of a fountain and four entrance gates with associated landscape and electrical.

**\$** \_\_\_\_\_, 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): Deduct fountain and all associated work.

**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:

<b>(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME</b> <i>(Completed by Agency)</i>	<b>(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION</b> <i>(Completed by Agency)</i>	<b>(C) SUBCONTRACTOR and/or PRIME CONTRACTOR</b> <i>(Required - must be completed by Bidder)</i>	<b>(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER</b> <i>(Requested, but not Required)</i>
<b>BASE BID</b>			
Masonry			
Fountain			
<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

### § 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 180 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 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) & Limits:** \_\_\_\_\_

**Subclassification(s) & Limits:** \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

Francis Marion University  
4822 E Palmetto St  
Florence, SC 29506

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)*

Entrance Gate Renovations - Gates 2, 3, and 4  
H18-9583-SG-E  
Francis Marion University, 4822 E Palmetto St, Florence, SC 29506

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

McMillan Pazdan Smith Architecture  
1316 Washington Street, Suite 101  
Columbia, SC 29201

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.

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## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

#### § 3.3 Substantial Completion

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

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

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**ARTICLE 4 CONTRACT SUM**

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

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

**§ 4.2 Alternates**

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

*(Insert the accepted Alternates.)*

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

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

*(Identify each allowance.)*

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

**§ 4.4** Unit prices, if any:

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

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

**§ 4.5 Liquidated damages**

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

**§ 4.6** Other:

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

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## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

## § 5.2 Final Payment

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

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

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

## ARTICLE 6 DISPUTE RESOLUTION

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

**Name:** Ralph U. Davis  
**Title:** Vice President for Construction and Facilities  
**Address:** 4822 East Palmetto Street Florence, SC 29506  
**Telephone:** 843-661-1101  
**Email:** rdavis@fmarion.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:** Taylor L. Hucks  
**Title:** Project Manager  
**Address:** 4822 East Palmetto Street Florence, SC 29506  
**Telephone:** 843-661-1488  
**Email:** taylor.hucks@fmarion.edu

§ 8.3 The Contractor’s representative:

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

**Name:**

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

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

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

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

§ 8.5 The Architect's representative:

**Name:** Sanders Tate  
**Title:** Office Director  
**Address:** 1316 Washington St Suite 100 Columbia, SC 29201  
**Telephone:** (803) 730-7014  
**Email:** State@mcmillanpazdansmith.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
--------	-------	------

- .6 Specifications

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

- .7 Addenda, if any:

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

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

**.8 Other Exhibits:**

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

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

The Sustainability Plan:

**Title**

**Date**

**Pages**

Supplementary and other Conditions of the Contract:

**Document**

**Title**

**Date**

**Pages**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Insurance and Bonds

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

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

Entrance Gate Renovations - Gates 2, 3, and 4  
H18-9583-SG-E  
Francis Marion University, 4822 E Palmetto St, Florence, SC 29506

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

Francis Marion University  
4822 E Palmetto St  
Florence, SC 29506

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

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

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

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

## TABLE OF ARTICLES

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

### ARTICLE A.1 GENERAL

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

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

**§ A.2.1 General**

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

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Reserved**

**§ A.2.3.1 Reserved**

**§ A.2.3.1.1 Reserved**

**§ A.2.3.1.2 Reserved**

**§ A.2.3.1.3 Reserved**

**§ A.2.3.1.4 Reserved**

**§ A.2.3.2 Reserved**

**§ A.2.3.3 Reserved**

**§ A.2.4 Optional Insurance.**

The Owner shall purchase and maintain any insurance selected below.

**§ A.2.4.1 Other Insurance**

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

**Coverage**

**Limits**

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

**§ A.3.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

### § A.3.3 Required Property Insurance

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

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

**Causes of Loss**

**Sub-Limit**

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

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

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

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

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

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

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

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

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

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

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

**§ A.3.4.2.1 Reserved**

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

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

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



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

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

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

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

Type	Penal Sum (\$0.00)
Payment Bond	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<sup>®</sup> Document A201<sup>®</sup> – 2017**

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

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

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

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

## General Conditions of the Contract for Construction

### for the following PROJECT:

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

Entrance Gate Renovations - Gates 2, 3, and 4

H18-9583-SG-E

Francis Marion University, 4822 E Palmetto St, Florence, SC 29506

### THE OWNER:

*(Name, legal status, and address)*

Francis Marion University

4822 East Palmetto Street

Florence, SC 29506

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

### THE ARCHITECT:

*(Name, legal status, and address)*

McMillan Pazdan Smith Architecture

1316 Washington Street, Suite 101

Columbia, SC 29201

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

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

#### **§ 1.1.10 State Engineer**

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

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

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

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

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

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

#### **§ 1.3 Capitalization**

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

#### **§ 1.4 Interpretation**

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

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

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

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

#### **§ 1.6 Notice**

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

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

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

### § 2.2 Reserved

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

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## § 3.4 Labor and Materials

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

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

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

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

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

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

## § 3.5 Warranty

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

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

## § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 Use of Site

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

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

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

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

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

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

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

## § 7.2 Change Orders

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

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

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

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

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.5 Pricing Data and Audit**

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

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

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

##### **§ 7.5.3 Records Retention**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

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

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

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

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

### § 8.3 Delays and Extensions of Time

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

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

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

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

§ 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

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

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

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

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

#### § 10.3.6 Reserved

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

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

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

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

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

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

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.

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### § 13.12 Prohibited Acts

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

### § 13.13 Open Trade (Jun 2015)

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

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

**§ 15.1.2 Reserved**

**§ 15.1.3 Notice of Claims**

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

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

**§ 15.1.4 Continuing Contract Performance**

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

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

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.6 Claims for Additional Time**

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

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

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

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

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

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

#### § 15.1.7 Claims for Listed Damages

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

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

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

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

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

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

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

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

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

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

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

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

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

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

**§ 15.6 Dispute Resolution**

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

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

Init.

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



# 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: Francis Marion University  
Address: 4822 East Palmetto Steet  
Florence, SC 29506

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

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

State Project Name: Entrance Gate Renovations – Gates 2, 3, and 4  
State Project Number: H18-9583-SG-E  
Brief Description of Awarded Work: Removal of one existing sign, four entrance gates, and landscape. Construction of a fountain and four entrance gates with associated landscape and electrical.

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

Name: McMillan Pazdan Smith Architecture - Columbia  
Address: 1316 Washington St Suite 100  
Columbia SC 29201

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

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

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

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

**CONTRACTOR**

**SURETY**

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

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

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

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

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

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

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

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

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

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

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

# SE-357 LABOR & MATERIAL PAYMENT BOND

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

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

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

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

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

Name: Francis Marion University  
Address: 4822 East Palmetto Steet  
Florence, SC 29506

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

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

State Project Name: Entrance Gate Renovations – Gates 2, 3, and 4  
State Project Number: H18-9583-SG-E  
Brief Description of Awarded Work: Removal of one existing sign, four entrance gates, and landscape. Construction of a fountain and four entrance gates with associated landscape and electrical.

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

Name: McMillan Pazdzn Smith Architecture - Columbia  
Address: 1316 Washington Street Suite 100  
Columbia, SC 29201

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

**SURETY**

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

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

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

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

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

**SE-357****LABOR & MATERIAL PAYMENT BOND****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:** Francis Marion University

**PROJECT NAME:** Entrance Gate Renovations – Gates 2, 3, and 4

**PROJECT NUMBER:** H18-9583-SG-E

**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:		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

**ADJUSTMENTS IN THE CONTRACT TIME:**

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

**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**

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

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

**AGENCY:** Francis Marion University

**PROJECT NAME:** Entrance Gate Renovations – Gates 2, 3, and 4

**PROJECT NUMBER:** H18-9583-SG-E

**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> (Provide back-up, including hourly rates, invoices, manhours, etc.)	1.	Labor			
	2.	Materials (including Sales Tax)			
	3.	Rental Charges			
	4.	Subtotal Direct Costs (sum lines 1 – 3)	\$ 0.00	\$ 0.00	\$ 0.00
<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 011000 - SUMMARY

### 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. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.
- B. Project Identification: **Francis Marion University Entrance Gate Renovations – Gates 2, 3, and 4**
  - 1. Project Location: 4822 East Palmetto Street, Florence, South Carolina.
- C. Owner: **Francis Marion University**; Florence, South Carolina.
  - 1. Owner's Representative:  
**Taylor L Hucks**, Project Manager  
(843) 661-1488
- D. Architect: McMillan Pazdan Smith Architecture, Columbia, South Carolina.
  - 1. Architect's Representative:  
**J. Sanders Tate**, AIA, Office Director  
(803) 730-7014

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Construction of an entrance fountain and four entrance gates. The fountain consisting of poured-in-place concrete structure with face brick veneer and architectural precast concrete trim, fountain equipment and system. Work will include electrical systems to serve fountain equipment. The four entrance gates consisting of poured-in-place concrete structure with face brick veneer, architectural precast concrete trim, and steel fences, and demolition of existing project sign and landscaping for the fountain and four entrance gates. Provide new landscape and associate irrigation.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.3 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.4 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Nonsmoking Building: Smoking is not permitted within buildings or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.



- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012300 - ALTERNATES

### 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 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **Base Bid:** Provide sign and fountain in front of Stokes Hall with all associated mechanical, plumbing, and electrical work as shown in the Construction Documents.
- B. **Alternate No. One:** Delete the fountain portion and leave the sign portion of the fountain/sign in the Base Bid in front of Stokes Hall. Delete all associated mechanical, plumbing, and electrical work except for the water line and electrical service as indicated on the Alternate No. 1 information in the Construction Documents.

END OF SECTION 012300

## SECTION 013300 - SUBMITTAL PROCEDURES

### 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 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

- E. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for purchasing.
    - i. Scheduled dates for installation.
    - j. Activity or event number.
- F. 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. 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.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- G. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- H. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., SHEP-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., SHEP-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.

- k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Indication of full or partial submittal.
  - o. Transmittal number[, numbered consecutively].
  - p. Submittal and transmittal distribution record.
  - q. Other necessary identification.
  - r. Remarks.
- I. Options: Identify options requiring selection by Architect.
- J. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- L. 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.
- M. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

- 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 published 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 catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- 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. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.



2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  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.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. 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.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit threesets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- H. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit 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.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit 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.
- P. Product Test Reports: Submit written reports indicating that 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.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- R. Preconstruction Test Reports: Submit 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.
- S. Compatibility Test Reports: Submit 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.

- T. Field Test Reports: Submit written reports 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.
- U. Design Data: Prepare and submit 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.

## 2.2 DELEGATED-DESIGN SERVICES

- 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 Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, 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. Action and Informational Submittals: 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. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. 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. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### 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 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- 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.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 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. 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 specified requirements.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. 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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 5 previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- 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.

#### 1.5 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.

- B. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
  
- 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.

## 1.6 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
  
- B. **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.
  
- C. **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.
  
- D. **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.
  
- 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 in material, design, and extent to those indicated for this Project.
  
- F. **Testing Agency Qualifications:** An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.



- G. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. **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.

## 1.7 QUALITY CONTROL

- A. **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 Section 013300 "Submittal Procedures."
- B. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- C. **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.
- D. **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.
- E. **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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: 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 revisions 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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- 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 014000

## SECTION 014200 - 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": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 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 in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AAMA	American Architectural Manufacturers Association <a href="http://www.aamanet.org">www.aamanet.org</a>
AASHTO	American Association of State Highway and Transportation Officials <a href="http://www.transportation.org">www.transportation.org</a>
AATCC	American Association of Textile Chemists and Colorists <a href="http://www.aatcc.org">www.aatcc.org</a>
ABMA	American Bearing Manufacturers Association <a href="http://www.americanbearings.org">www.americanbearings.org</a>
ACI	American Concrete Institute (Formerly: ACI International) <a href="http://www.concrete.org">www.concrete.org</a>
ACPA	American Concrete Pipe Association <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>
AEIC	Association of Edison Illuminating Companies, Inc. (The) <a href="http://www.aeic.org">www.aeic.org</a>
AF&PA	American Forest & Paper Association

	<a href="http://www.afandpa.org">www.afandpa.org</a>
AGA	American Gas Association <a href="http://www.aga.org">www.aga.org</a>
AHAM	Association of Home Appliance Manufacturers <a href="http://www.aham.org">www.aham.org</a>
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The) <a href="http://www.ahrinet.org">www.ahrinet.org</a>
AI	Asphalt Institute <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>
AIA	American Institute of Architects (The) <a href="http://www.aia.org">www.aia.org</a>
AISC	American Institute of Steel Construction <a href="http://www.aisc.org">www.aisc.org</a>
AISI	American Iron and Steel Institute <a href="http://www.steel.org">www.steel.org</a>
AITC	American Institute of Timber Construction <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>
AMCA	Air Movement and Control Association International, Inc. <a href="http://www.amca.org">www.amca.org</a>
ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>
AOSA	Association of Official Seed Analysts, Inc. <a href="http://www.aosaseed.com">www.aosaseed.com</a>
APA	APA - The Engineered Wood Association <a href="http://www.apawood.org">www.apawood.org</a>
APA	Architectural Precast Association <a href="http://www.archprecast.org">www.archprecast.org</a>
API	American Petroleum Institute <a href="http://www.api.org">www.api.org</a>
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)
ARI	American Refrigeration Institute (See AHRI)

ARMA	Asphalt Roofing Manufacturers Association <a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a>
ASCE	American Society of Civil Engineers <a href="http://www.asce.org">www.asce.org</a>
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a>
ASME	ASME International (American Society of Mechanical Engineers) <a href="http://www.asme.org">www.asme.org</a>
ASSE	American Society of Safety Engineers (The) <a href="http://www.asse.org">www.asse.org</a>
ASSE	American Society of Sanitary Engineering <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>
ASTM	ASTM International (American Society for Testing and Materials International) <a href="http://www.astm.org">www.astm.org</a>
ATIS	Alliance for Telecommunications Industry Solutions <a href="http://www.atis.org">www.atis.org</a>
AWEA	American Wind Energy Association <a href="http://www.awea.org">www.awea.org</a>
AWI	Architectural Woodwork Institute <a href="http://www.awinet.org">www.awinet.org</a>
AWMAC	Architectural Woodwork Manufacturers Association of Canada <a href="http://www.awmac.com">www.awmac.com</a>
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association) <a href="http://www.awpa.com">www.awpa.com</a>
AWS	American Welding Society <a href="http://www.aws.org">www.aws.org</a>

AWWA	American Water Works Association <a href="http://www.awwa.org">www.awwa.org</a>
BHMA	Builders Hardware Manufacturers Association <a href="http://www.buildershardware.com">www.buildershardware.com</a>
BIA	Brick Industry Association (The) <a href="http://www.gobrick.com">www.gobrick.com</a>
BICSI	BICSI, Inc. <a href="http://www.bicsi.org">www.bicsi.org</a>
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association) <a href="http://www.bifma.com">www.bifma.com</a>
BISSC	Baking Industry Sanitation Standards Committee <a href="http://www.bissc.org">www.bissc.org</a>
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)
BWF	Badminton World Federation (Formerly: International Badminton Federation) <a href="http://www.bwfbadminton.org">www.bwfbadminton.org</a>
CDA	Copper Development Association <a href="http://www.copper.org">www.copper.org</a>
CEA	Canadian Electricity Association <a href="http://www.electricity.ca">www.electricity.ca</a>
CEA	Consumer Electronics Association <a href="http://www.ce.org">www.ce.org</a>
CFFA	Chemical Fabrics & Film Association, Inc. <a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfilm.com</a>
CFSEI	Cold-Formed Steel Engineers Institute <a href="http://www.cfsei.org">www.cfsei.org</a>
CGA	Compressed Gas Association <a href="http://www.cganet.com">www.cganet.com</a>
CIMA	Cellulose Insulation Manufacturers Association <a href="http://www.cellulose.org">www.cellulose.org</a>

CISCA	Ceilings & Interior Systems Construction Association <a href="http://www.cisca.org">www.cisca.org</a>
CISPI	Cast Iron Soil Pipe Institute <a href="http://www.cispi.org">www.cispi.org</a>
CLFMI	Chain Link Fence Manufacturers Institute <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>
CPA	Composite Panel Association <a href="http://www.pbmdf.com">www.pbmdf.com</a>
CRI	Carpet and Rug Institute (The) <a href="http://www.carpet-rug.org">www.carpet-rug.org</a>
CRRC	Cool Roof Rating Council <a href="http://www.coolroofs.org">www.coolroofs.org</a>
CRSI	Concrete Reinforcing Steel Institute <a href="http://www.crsi.org">www.crsi.org</a>
CSA	Canadian Standards Association <a href="http://www.csa.ca">www.csa.ca</a>
CSA	CSA International (Formerly: IAS - International Approval Services) <a href="http://www.csa-international.org">www.csa-international.org</a>
CSI	Construction Specifications Institute (The) <a href="http://www.csinet.org">www.csinet.org</a>
CSSB	Cedar Shake & Shingle Bureau <a href="http://www.cedarbureau.org">www.cedarbureau.org</a>
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) <a href="http://www.cti.org">www.cti.org</a>
CWC	Composite Wood Council (See CPA)
DASMA	Door and Access Systems Manufacturers Association <a href="http://www.dasma.com">www.dasma.com</a>
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>
ECA	Electronic Components Association



	<a href="http://www.ec-central.org">www.ec-central.org</a>
ECAMA	Electronic Components Assemblies & Materials Association (See ECA)
EIA	Electronic Industries Alliance (See TIA)
EIMA	EIFS Industry Members Association <a href="http://www.eima.com">www.eima.com</a>
EJMA	Expansion Joint Manufacturers Association, Inc. <a href="http://www.ejma.org">www.ejma.org</a>
ESD	ESD Association (Electrostatic Discharge Association) <a href="http://www.esda.org">www.esda.org</a>
ESTA	Entertainment Services and Technology Association (See PLASA)
EVO	Efficiency Valuation Organization <a href="http://www.evo-world.org">www.evo-world.org</a>
FIBA	Fédération Internationale de Basketball (The International Basketball Federation) <a href="http://www.fiba.com">www.fiba.com</a>
FIVB	Fédération Internationale de Volleyball (The International Volleyball Federation) <a href="http://www.fivb.org">www.fivb.org</a>
FM Approvals	FM Approvals LLC <a href="http://www.fmglobal.com">www.fmglobal.com</a>
FM Global	FM Global (Formerly: FMG - FM Global) <a href="http://www.fmglobal.com">www.fmglobal.com</a>
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. <a href="http://www.floridarroof.com">www.floridarroof.com</a>
FSA	Fluid Sealing Association <a href="http://www.fluidsealing.com">www.fluidsealing.com</a>
FSC	Forest Stewardship Council U.S. <a href="http://www.fscus.org">www.fscus.org</a>

GA	Gypsum Association <a href="http://www.gypsum.org">www.gypsum.org</a>
GANA	Glass Association of North America <a href="http://www.glasswebsite.com">www.glasswebsite.com</a>
GS	Green Seal <a href="http://www.greenseal.org">www.greenseal.org</a>
HI	Hydraulic Institute <a href="http://www.pumps.org">www.pumps.org</a>
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association (See AHRI)
HMMA	Hollow Metal Manufacturers Association (See NAAMM)
HPVA	Hardwood Plywood & Veneer Association <a href="http://www.hpva.org">www.hpva.org</a>
HPW	H. P. White Laboratory, Inc. <a href="http://www.hpwhite.com">www.hpwhite.com</a>
IAPSC	International Association of Professional Security Consultants <a href="http://www.iapsc.org">www.iapsc.org</a>
IAS	International Approval Services (See CSA)
ICBO	International Conference of Building Officials (See ICC)
ICC	International Code Council <a href="http://www.iccsafe.org">www.iccsafe.org</a>
ICEA	Insulated Cable Engineers Association, Inc. <a href="http://www.icea.net">www.icea.net</a>
ICPA	International Cast Polymer Alliance <a href="http://www.icpa-hq.org">www.icpa-hq.org</a>
ICRI	International Concrete Repair Institute, Inc. <a href="http://www.icri.org">www.icri.org</a>
IEC	International Electrotechnical Commission <a href="http://www.iec.ch">www.iec.ch</a>

IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) <a href="http://www.ieee.org">www.ieee.org</a>
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America) <a href="http://www.ies.org">www.ies.org</a>
IESNA	Illuminating Engineering Society of North America (See IES)
IEST	Institute of Environmental Sciences and Technology <a href="http://www.iest.org">www.iest.org</a>
IGMA	Insulating Glass Manufacturers Alliance <a href="http://www.igmaonline.org">www.igmaonline.org</a>
IGSHPA	International Ground Source Heat Pump Association <a href="http://www.igshpa.okstate.edu">www.igshpa.okstate.edu</a>
ILI	Indiana Limestone Institute of America, Inc. <a href="http://www.iliai.com">www.iliai.com</a>
Intertek	Intertek Group (Formerly: ETL SEMCO; Intertek Testing Service NA) <a href="http://www.intertek.com">www.intertek.com</a>
ISA	International Society of Automation (The) (Formerly: Instrumentation, Systems, and Automation Society) <a href="http://www.isa.org">www.isa.org</a>
ISAS	Instrumentation, Systems, and Automation Society (The) (See ISA)
ISFA	International Surface Fabricators Association (Formerly: International Solid Surface Fabricators Association) <a href="http://www.isfanow.org">www.isfanow.org</a>
ISO	International Organization for Standardization <a href="http://www.iso.org">www.iso.org</a>
ISSFA	International Solid Surface Fabricators Association (See ISFA)
ITU	International Telecommunication Union <a href="http://www.itu.int/home">www.itu.int/home</a>

KCMA	Kitchen Cabinet Manufacturers Association <a href="http://www.kcma.org">www.kcma.org</a>
LMA	Laminating Materials Association (See CPA)
LPI	Lightning Protection Institute <a href="http://www.lightning.org">www.lightning.org</a>
MBMA	Metal Building Manufacturers Association <a href="http://www.mbma.com">www.mbma.com</a>
MCA	Metal Construction Association <a href="http://www.metalconstruction.org">www.metalconstruction.org</a>
MFMA	Maple Flooring Manufacturers Association, Inc. <a href="http://www.maplefloor.org">www.maplefloor.org</a>
MFMA	Metal Framing Manufacturers Association, Inc. <a href="http://www.metalframingmfg.org">www.metalframingmfg.org</a>
MHIA	Material Handling Industry of America <a href="http://www.mhia.org">www.mhia.org</a>
MIA	Marble Institute of America <a href="http://www.marble-institute.com">www.marble-institute.com</a>
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association) <a href="http://www.wmmpa.com">www.wmmpa.com</a>
MPI	Master Painters Institute <a href="http://www.paintinfo.com">www.paintinfo.com</a>
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. <a href="http://www.mss-hq.org">www.mss-hq.org</a>
NAAMM	National Association of Architectural Metal Manufacturers <a href="http://www.naamm.org">www.naamm.org</a>
NACE	NACE International (National Association of Corrosion Engineers International) <a href="http://www.nace.org">www.nace.org</a>
NADCA	National Air Duct Cleaners Association <a href="http://www.nadca.com">www.nadca.com</a>

NAIMA	North American Insulation Manufacturers Association <a href="http://www.naima.org">www.naima.org</a>
NBGQA	National Building Granite Quarries Association, Inc. <a href="http://www.nbgqa.com">www.nbgqa.com</a>
NCAA	National Collegiate Athletic Association (The) <a href="http://www.ncaa.org">www.ncaa.org</a>
NCMA	National Concrete Masonry Association <a href="http://www.ncma.org">www.ncma.org</a>
NEBB	National Environmental Balancing Bureau <a href="http://www.nebb.org">www.nebb.org</a>
NECA	National Electrical Contractors Association <a href="http://www.necanet.org">www.necanet.org</a>
NeLMA	Northeastern Lumber Manufacturers Association <a href="http://www.nelma.org">www.nelma.org</a>
NEMA	National Electrical Manufacturers Association <a href="http://www.nema.org">www.nema.org</a>
NETA	InterNational Electrical Testing Association <a href="http://www.netaworld.org">www.netaworld.org</a>
NFHS	National Federation of State High School Associations <a href="http://www.nfhs.org">www.nfhs.org</a>
NFPA	NFPA (National Fire Protection Association) <a href="http://www.nfpa.org">www.nfpa.org</a>
NFPA	NFPA International (See NFPA)
NFRC	National Fenestration Rating Council <a href="http://www.nfrc.org">www.nfrc.org</a>
NHLA	National Hardwood Lumber Association <a href="http://www.nhla.com">www.nhla.com</a>
NLGA	National Lumber Grades Authority <a href="http://www.nlga.org">www.nlga.org</a>
NOFMA	National Oak Flooring Manufacturers Association (See NWFA)

NOMMA	National Ornamental & Miscellaneous Metals Association <a href="http://www.nomma.org">www.nomma.org</a>
NRCA	National Roofing Contractors Association <a href="http://www.nrca.net">www.nrca.net</a>
NRMCA	National Ready Mixed Concrete Association <a href="http://www.nrmca.org">www.nrmca.org</a>
NSF	NSF International (National Sanitation Foundation International) <a href="http://www.nsf.org">www.nsf.org</a>
NSPE	National Society of Professional Engineers <a href="http://www.nspe.org">www.nspe.org</a>
NSSGA	National Stone, Sand & Gravel Association <a href="http://www.nssga.org">www.nssga.org</a>
NTMA	National Terrazzo & Mosaic Association, Inc. (The) <a href="http://www.ntma.com">www.ntma.com</a>
NWFA	National Wood Flooring Association <a href="http://www.nwfa.org">www.nwfa.org</a>
PCI	Precast/Prestressed Concrete Institute <a href="http://www.pci.org">www.pci.org</a>
PDI	Plumbing & Drainage Institute <a href="http://www.pdionline.org">www.pdionline.org</a>
PLASA	PLASA (Formerly: ESTA - Entertainment Services and Technology Association) <a href="http://www.plasa.org">www.plasa.org</a>
RCSC	Research Council on Structural Connections <a href="http://www.boltcouncil.org">www.boltcouncil.org</a>
RFCI	Resilient Floor Covering Institute <a href="http://www.rfci.com">www.rfci.com</a>
RIS	Redwood Inspection Service <a href="http://www.redwoodinspection.com">www.redwoodinspection.com</a>
SAE	SAE International (Society of Automotive Engineers) <a href="http://www.sae.org">www.sae.org</a>

SBCCI	Southern Building Code Congress International, Inc. (See ICC)
SCTE	Society of Cable Telecommunications Engineers <a href="http://www.scte.org">www.scte.org</a>
SDI	Steel Deck Institute <a href="http://www.sdi.org">www.sdi.org</a>
SDI	Steel Door Institute <a href="http://www.steeldoor.org">www.steeldoor.org</a>
SEFA	Scientific Equipment and Furniture Association <a href="http://www.sefalabs.com">www.sefalabs.com</a>
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SIA	Security Industry Association <a href="http://www.siaonline.org">www.siaonline.org</a>
SJI	Steel Joist Institute <a href="http://www.steeljoist.org">www.steeljoist.org</a>
SMA	Screen Manufacturers Association <a href="http://www.smainfo.org">www.smainfo.org</a>
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association <a href="http://www.smacna.org">www.smacna.org</a>
SMPTE	Society of Motion Picture and Television Engineers <a href="http://www.smpte.org">www.smpte.org</a>
SPFA	Spray Polyurethane Foam Alliance <a href="http://www.sprayfoam.org">www.sprayfoam.org</a>
SPIB	Southern Pine Inspection Bureau <a href="http://www.spib.org">www.spib.org</a>
SPRI	Single Ply Roofing Industry <a href="http://www.spri.org">www.spri.org</a>
SRCC	Solar Rating and Certification Corporation <a href="http://www.solar-rating.org">www.solar-rating.org</a>
SSINA	Specialty Steel Industry of North America <a href="http://www.ssina.com">www.ssina.com</a>

SSPC	SSPC: The Society for Protective Coatings <a href="http://www.sspc.org">www.sspc.org</a>
STI	Steel Tank Institute <a href="http://www.steeltank.com">www.steeltank.com</a>
SWI	Steel Window Institute <a href="http://www.steelwindows.com">www.steelwindows.com</a>
SWPA	Submersible Wastewater Pump Association <a href="http://www.swpa.org">www.swpa.org</a>
TCA	Tilt-Up Concrete Association <a href="http://www.tilt-up.org">www.tilt-up.org</a>
TCNA	Tile Council of North America, Inc. (Formerly: Tile Council of America) <a href="http://www.tileusa.com">www.tileusa.com</a>
TEMA	Tubular Exchanger Manufacturers Association, Inc. <a href="http://www.tema.org">www.tema.org</a>
TIA	Telecommunications Industry Association (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance) <a href="http://www.tiaonline.org">www.tiaonline.org</a>
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance (See TIA)
TMS	The Masonry Society <a href="http://www.masonrysociety.org">www.masonrysociety.org</a>
TPI	Truss Plate Institute <a href="http://www.tpinst.org">www.tpinst.org</a>
TPI	Turfgrass Producers International <a href="http://www.turfgrassod.org">www.turfgrassod.org</a>
TRI	Tile Roofing Institute <a href="http://www.tilerroofing.org">www.tilerroofing.org</a>
UBC	Uniform Building Code (See ICC)
UL	Underwriters Laboratories Inc. <a href="http://www.ul.com">www.ul.com</a>



UNI	Uni-Bell PVC Pipe Association <a href="http://www.uni-bell.org">www.uni-bell.org</a>
USAV	USA Volleyball <a href="http://www.usavolleyball.org">www.usavolleyball.org</a>
USGBC	U.S. Green Building Council <a href="http://www.usgbc.org">www.usgbc.org</a>
USITT	United States Institute for Theatre Technology, Inc. <a href="http://www.usitt.org">www.usitt.org</a>
WASTEC	Waste Equipment Technology Association <a href="http://www.wastec.org">www.wastec.org</a>
WCLIB	West Coast Lumber Inspection Bureau <a href="http://www.wclib.org">www.wclib.org</a>
WCMA	Window Covering Manufacturers Association <a href="http://www.wcmanet.org">www.wcmanet.org</a>
WDMA	Window & Door Manufacturers Association <a href="http://www.wdma.com">www.wdma.com</a>
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) <a href="http://www.wicnet.org">www.wicnet.org</a>
WMMPA	Wood Moulding & Millwork Producers Association (See MMPA)
WSRCA	Western States Roofing Contractors Association <a href="http://www.wsrca.com">www.wsrca.com</a>
WWPA	Western Wood Products Association <a href="http://www.wwpa.org">www.wwpa.org</a>
IN	Deutsches Institut für Normung e.V. <a href="http://www.din.de">www.din.de</a>
IAPMO	International Association of Plumbing and Mechanical Officials <a href="http://www.iapmo.org">www.iapmo.org</a>
ICC	International Code Council <a href="http://www.iccsafe.org">www.iccsafe.org</a>
ICC-ES	ICC Evaluation Service, LLC <a href="http://www.icc-es.org">www.icc-es.org</a>

OE	Army Corps of Engineers <a href="http://www.usace.army.mil">www.usace.army.mil</a>
CPSC	Consumer Product Safety Commission <a href="http://www.cpsc.gov">www.cpsc.gov</a>
DOC	Department of Commerce National Institute of Standards and Technology <a href="http://www.nist.gov">www.nist.gov</a>
DOD	Department of Defense <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>
DOE	Department of Energy <a href="http://www.energy.gov">www.energy.gov</a>
EPA	Environmental Protection Agency <a href="http://www.epa.gov">www.epa.gov</a>
FAA	Federal Aviation Administration <a href="http://www.faa.gov">www.faa.gov</a>
FG	Federal Government Publications <a href="http://www.gpo.gov">www.gpo.gov</a>
GSA	General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>
HUD	Department of Housing and Urban Development <a href="http://www.hud.gov">www.hud.gov</a>
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division <a href="http://eetd.lbl.gov">http://eetd.lbl.gov</a>
OSHA	Occupational Safety & Health Administration <a href="http://www.osha.gov">www.osha.gov</a>
SD	Department of State <a href="http://www.state.gov">www.state.gov</a>
TRB	Transportation Research Board National Cooperative Highway Research Program <a href="http://www.trb.org">www.trb.org</a>
USDA	Department of Agriculture Agriculture Research Service

U.S. Salinity Laboratory  
[www.ars.usda.gov](http://www.ars.usda.gov)

USDA Department of Agriculture  
Rural Utilities Service  
[www.usda.gov](http://www.usda.gov)

USDJ Department of Justice  
Office of Justice Programs  
National Institute of Justice  
[www.ojp.usdoj.gov](http://www.ojp.usdoj.gov)

USP U.S. Pharmacopeia  
[www.usp.org](http://www.usp.org)

USPS United States Postal Service  
[www.usps.com](http://www.usps.com)

FR Code of Federal Regulations  
Available from Government Printing Office  
[www.gpo.gov/fdsys](http://www.gpo.gov/fdsys)

DOD Department of Defense  
Military Specifications and Standards  
Available from Department of Defense Single Stock Point  
<http://dodssp.daps.dla.mil>

DSCC Defense Supply Center Columbus  
(See FS)

FED-STD Federal Standard  
(See FS)

FS Federal Specification  
Available from Department of Defense Single Stock Point  
<http://dodssp.daps.dla.mil>

Available from Defense Standardization Program  
[www.dsp.dla.mil](http://www.dsp.dla.mil)

Available from General Services Administration  
[www.gsa.gov](http://www.gsa.gov)

Available from National Institute of Building Sciences/Whole  
Building Design Guide  
[www.wbdg.org/ccb](http://www.wbdg.org/ccb)

MILSPEC Military Specification and Standards  
(See DOD)

- USAB United States Access Board  
[www.access-board.gov](http://www.access-board.gov)
- USATBCB U.S. Architectural & Transportation Barriers Compliance Board  
(See USAB)
- BHF State of California  
Department of Consumer Affairs  
Bureau of Electronic Appliance and Repair, Home Furnishings and  
Thermal Insulation  
[www.bearhfti.ca.gov](http://www.bearhfti.ca.gov)
- CCR California Code of Regulations  
Office of Administrative Law  
California Title 24 Energy Code  
[www.calregs.com](http://www.calregs.com)
- CDHS California Department of Health Care Services  
(Formerly: California Department of Health Services)  
(See CCR)
- CDPH California Department of Public Health  
Indoor Air Quality Program  
[www.cal-iaq.org](http://www.cal-iaq.org)
- CPUC California Public Utilities Commission  
[www.cpuc.ca.gov](http://www.cpuc.ca.gov)
- SCAQMD South Coast Air Quality Management District  
[www.aqmd.gov](http://www.aqmd.gov)
- TFS Texas Forest Service  
Forest Resource Development and Sustainable Forestry  
<http://txforestservation.tamu.edu>

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## **SECTION 01 56 39 – TEMPORARY TREE AND PLANT PROTECTION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Refer to “USC Supplementary General Conditions for Construction Projects” in this manual for additional requirements on tree protection.

#### **1.2 TREE PROTECTION BARRIER**

- A. A tree protection barrier, as shown in the plans, shall be constructed around each existing tree that is to remain on site, including rights-of-way. Each barrier shall be constructed immediately after the demolition and hand removal of pavement within ten feet of the tree (see section 2.1) and BEFORE any additional demolition- or construction-related activities occur.
- B. The established protected perimeter around the tree shall be based on one foot in radius per one inch of tree diameter as measured 4.5 feet above grade (e.g. a seven-inch diameter tree will have a protected area with a seven-foot radius and 14-foot diameter around the tree) unless shown otherwise on the plans.
- C. No materials, equipment, trailers, spoil, waste or washout water may be deposited, stored or parked within tree protection areas. All underground utilities, drains, and irrigation lines shall be routed outside the tree protection zone. If lines must traverse the tree protection zone, they shall be tunneled or bored under the tree.
- D. Any herbicides placed under paving materials or in planting beds must be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.

#### **1.3 OBSERVATION**

- A. Any demolition, grading, or construction work that is expected to encounter tree roots shall be monitored by the Landscape Architect or consulting arborist.

### **PART 2 - TREE MAINTENANCE**

#### **2.1 PRUNING**

- A. Pre-construction tree pruning shall be performed to clean the crown of dead, diseased, crossing and/or weak wood, and to provide adequate clearance for equipment and construction. All pruning shall be performed by a qualified arborist certified by the International Society of Arboriculture, and shall be in accordance with the International Society of Arboriculture’s Tree Pruning Guidelines (1995) and/or the ANSI A300 Pruning Standard (1995). In most cases no more than 20 percent of the live foliage should be removed from the tree. Brush can be chipped and spread under the tree for mulch to help protect against soil compaction, to ameliorate soil temperatures, and to conserve soil moisture.
- B. All trees within the project area shall be pruned to:

1. Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1.5 inches in diameter;
  2. Provide 14 feet of vertical clearance over streets and eight feet over sidewalks;
  3. Remove stubs, cutting outside the wound wood tissue that has formed around the branch;
  4. Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches no greater than 2-3 inches, near the ends of the scaffolds.
- C. Where temporary clearance is needed for access, branches shall be tied back to hold them out of the clearance zone.
- D. Interior branches shall not be stripped out (i.e. no "lion-tailing").
- E. Pruning cuts larger than 4 inches in diameter, except for dead wood, shall be avoided unless absolutely necessary.
- F. Pruning cuts that expose heartwood shall be avoided whenever possible.
- G. No more than 20% of live foliage shall be removed within the tree.
- H. While in the tree, the arborist shall perform an aerial inspection to identify defects that require treatment. Any additional work needed shall be reported to the Owner.
- I. Brush shall be chipped and spread underneath trees within the tree protection zones to a maximum depth of 6 inches, leaving the truck clear of mulch.

## **2.2 TEMPORARY IRRIGATION**

- A. Supplemental irrigation for trees is the single most important treatment for tree preservation during construction activities. Temporary sprinklers shall be maintained during construction at existing trees to remain. Sprinklers shall be set up to augment rainfall so that trees receive 1" of water per week. Light, frequent irrigations should be avoided. Irrigation should cover the entire root protection area as evenly as possible.

## **2.3 FERTILIZATION**

- A. No fertilizer should be applied to trees in the project area prior to construction.

## **PART 3 - EXECUTION**

### **3.1 DEMOLITION NEAR TREES**

- A. Concrete and other pavements within a ten-foot radius of tree trunks shall be broken up with a jackhammer and removed by hand to prevent root and root crown injuries. Attempts to lift large sections of concrete near the tree would likely result in lifting of roots and abrasion injuries and shall be avoided.
- B. Pavements outside the ten-foot radius can be lifted in large sections provided they are not dragged or pushed into the tree trunk or major roots. Care must be taken to prevent demolition equipment such as loaders from striking the tree canopy or trunk.
- C. When removing/loading demolition debris, loaders shall not scoop materials from below the existing grade, thereby avoiding inadvertent digging and damage in the root area.

- D. Once pavements have been demolished and removed, no equipment shall be permitted to park or idle under the canopy of the trees, thereby avoiding mechanical damage to surface roots and heat injury from exhaust to tree canopies.
- E. The removal of electric conduits and water standpipes that have grown into the trunks and root systems could damage trees. Pipes and conduit shall be cut off close to the tree; do not remove portions underneath the bark or wood. Do not remove bark growing around the pipe, conduit or other attachments.
- F. Any overhead poles or other infrastructure removed near trees shall not be pushed or allowed to fall into the tree canopies. Equipment used to remove these items shall not operate from under a tree canopy.

### **3.2 TREE REMOVAL AND DEMOLITION ACTIVITIES**

- A. The demolition contractor shall meet with the Landscape Architect at the site prior to beginning work to review all work procedures, access, haul routes, and tree protection measures.
- B. The limits of all tree protection measures shall be staked in the field.
- C. Trees to be removed that have branches extending into the canopy of trees to remain must be removed by a qualified arborist and not by demolition or construction contractors. The qualified arborist shall remove the tree in a manner that causes no damage to the trees and understory to remain.
- D. Any brush clearing required within the tree protection zones shall be accomplished with hand-operated equipment.
- E. Trees to be removed shall be felled so as to fall away from tree protection zones and to avoid pulling and breaking of roots of trees to remain. If roots are entwined, the architect may require first severing the major woody root mass before extracting the trees. This may be accomplished by cutting through the roots by hand, with a vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment.
- F. Trees to be removed from within a tree protection zone shall be removed by a qualified arborist. The trees shall be cut near ground level and the stump ground out.
- G. All downed brush and trees shall be removed from the tree protection zone either by hand or with equipment sitting outside the tree protection zone. Extraction shall occur by lifting the material out, not by skidding it across the ground.
- H. Brush shall be chipped and placed in the tree protection zone to a depth of 6 inches.
- I. Structures and underground features to be removed within tree protection zones shall use the smallest equipment possible and operate from outside the tree protection zone. The Landscape Architect shall be on site during all operations within the tree protection zone to monitor activity.
- J. All trees shall be pruned in accordance with the guidelines in this Section.
- K. Any damage to trees due to demolition activities shall be reported to the Owner within 6 hours so that remedial action may be taken. Timeliness is critical to tree health.

- L. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6" of mulch shall be created to protect the soil from compaction. The road bed shall be replenished as necessary to maintain a 6" depth.

### **3.3 METHODS OF EXCAVATION NEAR ROOTS**

- A. Air Spade. Soil excavation near tree roots and/or to determine location of tree roots in the areas outlined below shall be conducted with a model 2000 Air Spade equipped with a 225 scfm (6.2m<sup>3</sup>/min.) nozzle. Further specifications for this spade and ordering information are available upon request.
- B. Compressor. The Air Spade and nozzle combination listed above requires a 250 scfm or greater air compressor. Air compressors with less pressure will overheat during use and cause poor tool performance.
- C. Sewer Vacuum. A sewer vacuum can be used to remove the soil dislodged by the Air Spade if it cannot be easily blown clear of the hole or trench.
- D. Interval Exploratory or Test Trenches shall be dug with the Air Spade to determine the location of roots before any digging within the established protected perimeter area around the tree based on a radius equal to one foot per one inch of tree diameter as measured 4.5 feet above grade.
- E. Test trenches shall be eight inches deep and four to six inches wide.

### **3.4 ROOT CONFLICTS**

- A. Within excavation areas, roots should first be pruned to sever them cleanly. Only those roots that will be affected should be pruned. Root pruning is most efficiently accomplished with equipment specifically designed for that purpose. Large circular saws used to cut concrete, and rock saws are also effective. The saws must cut through the woody roots to the depth of the required excavation. Root pruning equipment designed primarily for curb and sidewalk repair may only cut 8-12 inches deep.
- B. Stake the edge of the excavation.
- C. Cut with root pruning equipment 6-12 inches outside the staked line toward the tree. If root pruning equipment cannot be used, dig a trench along the staked line. Equipment such as backhoe can be used until roots larger than 1 inch in diameter are encountered. The roots shall be exposed by hand excavation or Air Spade.
- D. When a root is encountered expose it by removing soil by hand and cut it cleanly with a saw at the outside edge of the trench (toward the tree). Cut to a lateral root when possible. Roots smaller than two inches in diameter that must be severed shall be cut with a hand pruning saw.
- E. Paints and wound treatments shall not be used on any cut surfaces.
- F. Replace soil in the trench. Use of sandy/loam soils is encouraged.
- G. When roots have been excavated, but not cut, they shall not remain uncovered for more than two days.
- H. Roots that have necessarily been pruned shall be recovered with soil within one hour.



### 3.5 AVOIDING TREE TRUNK AND BRANCH DAMAGE

- A. Mechanical. Care shall be taken not to contact the canopy when operating large equipment or vehicles in the proximity of any protected trees.
- B. Heat. Equipment and trucks shall not be operated or left idling under the canopy of any protected trees, so that no damage occurs from radiant heat or exhaust. Paving equipment is particularly damaging and shall not be operated under the tree canopies any longer than is required to pave the area.

## PART 4 - INSTALLATION OF UTILITIES NEAR TREES

### 4.1 GENERAL

- A. For the installation of utility lines the contractor shall consult with the Landscape Architect prior to trenching to establish an acceptable method for excavation. The method of excavation shall be approved by the Landscape Architect and shall be one of the methods described in this section. Boring under tree roots shall be an acceptable method for the installation of utilities in order to avoid cutting roots. Bores shall be at a minimum depth of 30".
- B. Buried Wiring and Plumbing Near Trees. Wiring for the street lights or traffic lights, communication conduits, or plumbing for irrigation which is in conflict with roots two inches or greater in diameter, or is closer than the established protected perimeter area around a tree (see Section 1.1 above) shall be installed in a trench dug by an air spade and the conduit and/or plumbing fitted around the tree roots.
- C. Water Service Lines. When possible, water service lines shall be placed in the same trenches that are used for sewer services. If a separate trench is needed and the trench is located in an area with roots two inches or greater in diameter or is closer than the established protected perimeter area around a tree (see Section 1.1 above), digging shall be done with an Air Spade and the pipes installed beneath the tree roots.

## PART 4 – TREE PLANTING & STABILIZATION

### 4.1 METHODS

- A. Reducing Root ball Depth. In the event that the depth of a root ball must be reduced to accommodate planting over duct banks or other infrastructure, the Landscape Architect shall be present to supervise.
- B. Stake trees as necessary with traditional guying methods, but ensure that wires are not used around tree trunks. See plans for details.

**END OF SECTION 01 56 39**

## SECTION 016000 - PRODUCT REQUIREMENTS

### 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 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 014200 "References" for applicable industry standards for products specified.

#### 1.3 DEFINITIONS

- A. Products: Items obtained 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 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. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," 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 additional manufacturers named in the specification.

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 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 determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.

1.7 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:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
  2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  2. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated 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 requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require 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 016000

## SECTION 017300 - EXECUTION

### 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 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.
- C. Qualification Data: For land surveyor. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.



2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. 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.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish limits on use of Project site.
  3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  4. Inform installers of lines and levels to which they must comply.
  5. Check the location, level and plumb, of every major element as the Work progresses.
  6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. 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.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  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.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. 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.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. 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 waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. 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.
- D. 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.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. 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.
- I. 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.
- J. 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.

### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.9 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.

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### 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.
- B. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
  - 6. Section 017300 "Execution" for progress cleaning of Project site.
  - 7. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 9. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

#### 1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain signature for receipt of submittals.
  5. Submit test/adjust/balance records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  6. Advise Owner of changeover in heat and other utilities.



7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. 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.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## 1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.  
Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization 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 items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  2. Include the following information at the top of each page:

- a. Project name.
  - b. Date.
  - c. Name of Contractor.
  - d. Page number.
3. Submit list of incomplete items in the following format:
- a. MS Excel electronic file. Architect will return annotated file.

## 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
- 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 Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch 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.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- 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.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform 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 designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces.
    - g. Remove labels that are not permanent.
    - h. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - i. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### 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 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect and Engineer will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
  - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
  - b. Enable inserted reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
  1. Correct or revise each manual to comply with Architect's and Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Engineer's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. 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 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

- 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 the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: 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 and contact information for Contractor.
  - 6. Name and contact information for Architect.
  - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 8. 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.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- 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.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

## 2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

- B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
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 the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.



- 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.

#### 2.4 PRODUCT MAINTENANCE MANUALS

- 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 and drawing or schedule designation or identifier where applicable.
- 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 the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. 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.
  - 1. Include procedures to follow and required notifications for warranty claim.

## 2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- 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 and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- 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.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- 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.
  - 1. Include procedures to follow and required notifications for warranty claims.

### 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. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. 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.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. 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.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. 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.
  - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### 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 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
    - a. Initial Submittal:
      - 1) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit record digital data files.
      - 3) Plot each drawing file, whether or not changes and additional information were recorded.

- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 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 provide information for preparation of corresponding 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 acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  - 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 and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  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. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect and Construction Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file[ with comment function enabled].
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. 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. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  5. Note related Change Orders[, record Product Data,] and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

## 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.



- B. Format: Submit record Product Data as annotated PDF electronic file.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

#### 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.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

### 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 revisions to project record documents as they occur; do not wait until end of Project.
- 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 017839

## SECTION 017900 - DEMONSTRATION AND TRAINING

### 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 SUMMARY

- A. 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.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and 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.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

#### 1.4 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 Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. 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.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- 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 as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
  
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
  
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
  
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
  
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.

8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.
- 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 with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

## SECTION 03 3000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies cast-in-place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 3 – “Architectural Precast”
  - 2. Division 4 – “Unit Masonry”.

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product, including reinforcement and forming accessories, admixtures, corrosion inhibitors, patching compounds, joint systems, curing compounds, and others as requested by the Architect.
- B. Design Mixes: For each concrete mix, including test reports. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

- D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
1. Cementitious materials and aggregates.
  2. Form – release agents.
  3. Steel reinforcement and reinforcement accessories.
  4. Admixtures.
  5. Curing materials.
  6. Bonding agents.
  7. Adhesives.
  8. Vapor retarders.
  9. Joint-filler strips.
  10. Repair materials.
  11. Waterstops.
- E. Samples of materials as requested by the Architect, including names, sources and descriptions.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1 according to ACI CP-1 or an equivalent certification program.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
1. ACI 301, "Specification for Structural Concrete."
  2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
  3. ACI 318, "Building Code Requirements for Reinforced Concrete."

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Forms for Exposed Finish Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints. Form facing panels to be constructed of plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal or fiberglass form ties, designed to prevent form deflection and to prevent spalling concrete upon removed. Provide units that will leave end no closer than 1 inch to the exposed surface. Provide ties that when removed, will leave holes no larger than 1 inch in diameter at the concrete surface.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Plain-Steel Wire: ASTM A 82, as drawn.
- C. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

### 2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's



"Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. For concrete surfaces where legs of supports are in contact with form, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

## 2.4 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I.

1. Fly Ash: ASTM C 618, Class C or F.

B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:

1. For beams, slabs, columns and walls nominal maximum aggregate size shall be 3/4 inch.
2. For foundations, nominal maximum aggregate size shall be 1 inch.
3. For floor slabs cast on metal deck and structural ground floor slab, maximum aggregate size shall be 3/4 inch.

C. Water: Potable and complying with ASTM C 94.

## 2.5 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

## 2.6 VAPOR RETARDERS

A. Vapor Retarder: ASTM E 1745, polyolefin sheet, not less than 15 mils thick. See other spec sections for specific requirements.

B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No. 4

(4.75-mm) sieve and 10 to 30 percent passing a No. 100 (0.15-mm) sieve; meeting deleterious substance limits of ASTM C 33 for fine aggregates.

## 2.7 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Liquid Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class A.

## 2.8 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- B. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
  - a. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
  - b. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
  - c. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- C. Sealers: Joint Sealers shall be as specified in Division 7.
- D. Waterstops: Provide flat, dumbbell-type or centerbulb-type waterstops at construction joints where indicated. Size to suit joints.
  - 1. Rubber Waterstops: Corps of Engineers CRD-C 513.
  - 2. Polyvinyl Chloride Waterstops: Corps of Engineers CRD-C 572.

## 2.9 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Beams, Walls, Columns, and Foundations: Proportion normal-weight concrete mix as follows:
  - 1. Minimum Compressive Strength (28 Days): 4000 psi.
  - 2. Maximum Slump: 4 inches (100 mm).
  - 3. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches after admixture is added to concrete with 2 to 4 inch slump.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement as follows:
  - 1. Fly Ash: 25 percent
- G. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2 to 4 percent, unless otherwise indicated. Do not air entrain concrete to trowel-finished interior floors and suspended slabs or toppings. Do not allow entrapped air content to exceed 3 percent.
- H. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- I. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete and concrete with a water-cementitious materials ratio below 0.50.

## 2.10 FABRICATING REINFORCEMENT

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

## 2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116 and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch (3 mm) at exposed finish surfaces such as exposed concrete beams, columns and walls.
  - 2. Class B, 1/4 inch (13 mm) at all other locations.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
  - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
  - 1. 28-day design compressive strength.
  - 2. Determine compressive strength of in-place concrete by testing representative field-laboratory-cured test specimens according to ACI 301.
  - 3. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 SHORES AND RESHORES

- A. Comply with ACI 318 (ACI 318M), ACI 301, and recommendations in ACI 347R for design, installation, and removal of shoring and reshoring.

### 3.5 VAPOR RETARDERS

- A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.

### 3.6 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
  - 1. Install welded wire fabric in longest practicable lengths for bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except where indicated otherwise.
  - 2. Form from bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1 inch into concrete.
  - 3. Locate joints for beams and slabs in the middle third of spans.
  - 4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

### 3.8 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301 and subject to limits of maximum water/cement ratios listed.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.9 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.
1. Apply to surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm) in height.
1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

### 3.11 CONCRETE PROTECTION AND CURING



- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
  - 1. In areas where integral colored concrete is specified under Bid Alternate 2, maintain concrete between 65 degrees (F) and 85 degrees (F) during curing.
- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Cure concrete surfaces to receive bonded concrete toppings or ceramic or quarry tile installed with either the thickset or thin-set method with a moisture-retaining cover. Do not use curing compound to cure concrete slabs at these locations.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.

- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

### 3.13 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will provide a qualified independent testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this article.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    - a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C 39.
    - a. Test one field-cured specimens at 7 days and two at 28 days, and keep one for a spare.
    - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.

- D. When strength of field cured cylinders is less than 85 percent of companion laboratory cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- E. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive strength tests equals or exceeds the specified compressive strength by more than 500 psi.
- F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- E. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION 033000

## SECTION 03 4500 - ARCHITECTURAL PRECAST CONCRETE

### 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. This section includes the performance criteria, materials, design, production, and erection of architectural precast concrete for the entire project. The work performed under this Section includes all labor, material, equipment, related services, and supervision required for the manufacture and erection of the architectural precast concrete work shown on the Contract Drawings.
- B. This Section includes the following:
  - 1. Architectural precast concrete units.
- C. Related Sections include the following:
  - 1. Section 03300 "Cast-in-Place Concrete" for installing connection anchors in concrete.
  - 2. Section 04200 "Unit Masonry" for full-thickness brick facing, mortar, inserts, and anchorages.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Retain quality control records and certificates of compliance for 5 years after completion of structure.
- B. Design Mixtures: For each precast concrete mixture. Include results of compressive strength and water-absorption tests.
- C. Shop (Erection) Drawing:
  - 1. Detail fabrication and installation of architectural precast concrete units.
  - 2. Indicate locations, plan views, elevations, dimensions, shapes, and cross-sections of each unit.
  - 3. Indicate aesthetic intent including joints, drips, chamfers, rustications or reveals, and extent

- and location of each surface finish.
- 4. Indicate details corners.
- D. Samples: Design reference samples for initial verification of design intent, approximately 12 x 12 x 2 in. (300 x 300 x 50 mm), representative of finishes, color, and textures of exposed surfaces of architectural precast concrete units.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator and installer and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include list of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Material Test Reports for aggregates: From an accredited testing agency, indicating and interpreting test results for compliance with requirements indicated:
- C. Material Certificates. For the following items signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Reinforcing materials.

#### 1.5 QUALITY ASSURANCE

- A. Erector Qualification: A precast concrete erector with all erecting crews Qualified and designated, prior to beginning work at project site.
- B. Fabricator Qualifications: A firm that complies with the following requirements and is experienced in producing architectural precast concrete units similar to those indicated for this Project and with a record of successful in-service performance.
  - 1. Assumes responsibility for engineering architectural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings.
- C. Mockups: After sample panel approval, construct full-sized mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution. Mockups to be representative of the finished work including and architectural precast concrete complete with anchors, connections, flashings, and joint fillers as accepted on the final Shop Drawings. Build mockups to comply with the following requirements, using materials indicated for the completed work:
  - 1. Build mockups in the location and of the size indicated in Contract Documents or, if not indicated, as directed by Architect.
  - 2. Notify Architect in advance of dates and times when mockups will be constructed.
  - 3. Approved mockups may become part of the completed Work if undamaged at the time of Substantial Completion.
  - 4. Approval of mockups does not constitute approval of deviations from the Contract

Documents unless such deviations are specifically approved by Architect in writing

- D. Preinstallation Conference: Conduct conference at Project site.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver architectural precast concrete units in such quantities and at such times to ensure compliance with the agreed upon project schedule and setting sequence and also to limit unloading units temporarily on the ground or other rehandling.
- B. Support units during shipment on non-staining shock-absorbing material.
- C. Store units with adequate dunnage and bracing, and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping, or other physical damage.
- D. Place stored units so identification marks are clearly visible, and units can be inspected.
- E. Handle and transport units in a manner to avoid excessive stresses which could cause cracking or damage.
- F. Lift and support units only at designated points indicated on Shop Drawings.

## 1.7 SEQUENCING

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction without delaying the Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

## PART 2 – PRODUCTS

### 2.1 FABRICATORS

- A. Fabricators: Subject to compliance with requirements, provide products by one of the following:
  - 1. Gate Precast Company
  - 2. Other company that meets requirement of the qualification

### 2.2 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that will provide continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
  - 1. Form-Release Agent: Commercially produced form-release agent that will not bond with, stain, or affect hardening of precast concrete surfaces and will not impair subsequent

surface or joint treatments of precast concrete.

- B. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 117.

## 2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type I or III.

1. For surfaces exposed to view in finished structure, use **white**, of same type, brand, and mill source throughout the precast concrete production.
2. Standard gray portland cement may be used for non-exposed backup concrete.

- B. Supplementary Cementitious Materials.

1. Metakaolin: ASTM C 618, Class N.
2. Silica Fume: ASTM C 1240 with optional chemical and physical requirements.
3. Ground Granulated Blast Furnace Slag: ASTM C 989, Grade 100 or 120.

- C. Normalweight Aggregates: Except as modified by PCI MNL 117, ASTM C 33, with coarse aggregates complying with Class 5S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.

- D. Coloring Admixture: ASTM C 979, synthetic or natural mineral-oxide pigments or colored water-reducing admixtures, temperature stable, and nonfading.

- E. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 117.

- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

- G. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
7. Plasticizing Admixture for Flowable Concrete: ASTM C 1017/C 1017M.
8. Corrosion Inhibiting Admixture: ASTM C 1582/C 1582M.

## 2.5 STAINLESS-STEEL CONNECTION MATERIALS

- A. Stainless-Steel Plate: ASTM A 666, Type 304, Type 316 or Type 201 of grade suitable for application.
- B. Stainless-Steel Bolts and Studs: ASTM F 593, alloy 304 or 316, hex-head bolts and studs; stainless-steel nuts; and flat, stainless-steel washers.
  - 1. Lubricate threaded parts of stainless-steel bolts with an anti-seize thread lubricant during assembly.
- C. Stainless-Steel Headed Studs: ASTM A 276 with the minimum mechanical properties for studs of PCI MNL 117, Table 3.2.3.

## 2.6 ACCESSORIES

- A. Erection Accessories: Provide clips, hangers, high-density plastic or steel shims, and other accessories required to install architectural precast concrete units.

## 2.7 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2<sup>1</sup>/<sub>2</sub> to 3 parts sand, by volume, with minimum water required for placement and hydration. Water-soluble chloride ion content of grout with less than 0.06 percent chloride ion by weight of cement when tested in accordance with ASTM C 1218/C 1218M.
- B. Nonmetallic, Nonshrink Grout: Premixed, prepackaged non-ferrous aggregate, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing admixtures, complying with ASTM C 1107, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time. Water-soluble chloride ion content of grout with less than 0.06 percent chloride ion by weight of cement when tested in accordance with ASTM C 1218/C 1218M.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy-resin: ASTM C 881/C 881M of type, grade, and class to suit requirements.

## 2.8 CONCRETE MIXTURES

- A. Prepare design mixtures to match Architect's sample or for each type of precast concrete required



- B. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast concrete plant personnel at architectural precast concrete fabricator's option.
- C. Limit water-soluble chloride ions to the maximum percentage by weight of cement permitted by ACI 318 (ACI 318M) or PCI MNL 117 when tested in accordance with ASTM C 1218/C 1218M.
- D. Normalweight Concrete Face and Backup Mixtures: Proportion mixtures by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normalweight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 5000 psi (34.5 MPa) minimum.
  - 2. Release Strength: As required by design.
  - 3. Maximum Water-Cementitious Materials Ratio: 0.45.
- E. Water Absorption: 6 percent by weight or 14 percent by volume, tested according to ASTM C 642, except for boiling requirement.
- F. Lightweight Concrete Backup Mixtures: Proportion mixtures by either laboratory trial batch or field test data methods according to ACI 211.2, with materials to be used on Project, to provide lightweight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 5000 psi (34.5 MPa) minimum.
  - 2. Release Strength: As required by design.
- G. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 117.
- H. When included in design mixtures, add other admixtures to concrete according to manufacturer's written instructions.

## 2.9 FINISHES

- A. Exposed panel faces shall be free of joint marks, grain, and other obvious defects. Corners, including false joints shall be uniform and straight. Finish exposed-face surfaces of architectural precast concrete units to match approved sample and as follows:
  - 1. Textured-Surface Finish: Impart texture by form liners or inserts, to match accepted sample or mockup units for acceptable surface air voids, sand streaks, and honeycombs, with uniform color and texture.

## 2.10 SOURCE QUALITY CONTROL

- A. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete also test and inspect according to PCI TR-6 "Interim Guidelines for the Use of Self-Consolidating Concrete" and ASTM C 1611/C 1611M, ASTM C 1712, ASTM C 1610/1610M, and ASTM C 1621/C 1621M.

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Furnish anchorage devices for precast concrete units to be embedded in or attached to the building structural frame or foundation before start of such Work. Provide locations, setting diagrams, templates and instructions for the proper installation of each anchorage device.

### 3.2 EXAMINATION

- A. Examine supporting foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting precast concrete performance.
- B. Proceed with precast concrete installation only after unsatisfactory conditions have been corrected.
- C. Contractor shall notify precast concrete erector that supporting cast-in-place concrete foundation and building structural framing has attained minimum allowable design compressive strength or supporting steel or other structure is structurally ready to receive loads from precast concrete units prior to proceeding with installation.

### 3.3 ERECTION

- A. Erect architectural precast concrete level, plumb, and square within the specified allowable erection tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment of units until permanent connections are completed.
  - 1. Install temporary steel or plastic spacing shims as precast concrete units are being erected. Surface weld steel shims to each other to prevent shims from separating.
  - 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
  - 3. Remove projecting lifting devices and use sand-cement grout to fill voids within recessed lifting devices flush with surface of adjacent precast concrete surfaces when recess is exposed.
  - 4. Unless otherwise indicated, provide for uniform joint widths of 3/4 in. (19 mm).
- B. Connect architectural precast concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop (Erection) Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and/or grouting are completed.

### 3.4 ERECTION TOLERANCES

- A. Erect architectural precast concrete units level, plumb, square, and in alignment.

### 3.5 REPAIRS

- A. Repairs will be permitted provided structural adequacy of units and appearance are not impaired.
- B. Repair damaged units to meet acceptability requirements of PCI MNL 117.
- C. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 ft (6 m).
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged architectural precast concrete units when repairs do not comply with specified requirements.

### 3.6 CLEANING

- A. Clean all surfaces of precast concrete to be exposed to view, as necessary, prior to shipping.
- B. Clean mortar, plaster, fireproofing, weld slag, and any other deleterious material from concrete surfaces and adjacent materials immediately.
- C. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, dirt, stains and other markings.
  - 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's recommendations. Protect adjacent work from staining or damage due to cleaning operations.
  - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 03 4500

## SECTION 042000 - UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Face brick.
  - 2. Steel reinforcing bar
  - 3. Masonry joint reinforcement.
  - 4. Ties and anchors.
  - 5. Embedded flashing.
  - 6. Miscellaneous masonry accessories.
- B. Related Sections:
  - 1. Section 03 4500 "Architectural Precast Concrete" for furnishing precast trim.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type and color of the following:
  - 1. Face brick, in the form of straps of five or more bricks.
  - 2. Pigmented mortar. Make Samples using same sand and mortar ingredients to be used on Project.
  - 3. Weep holes and vents.
  - 4. Accessories embedded in masonry.
- C. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
  - 1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.
- D. Material Certificates: For each type and size of the following:

1. Masonry units.
    - a. Include material test reports substantiating compliance with requirements.
    - b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
    - c. For exposed brick, include test report for efflorescence according to ASTM C 67.
    - d. For surface-coated brick, include test report for durability of surface appearance after 50 cycles of freezing and thawing per ASTM C 67.
    - e. For masonry units, include data and calculations establishing average net-area compressive strength of units.
  2. Cementitious materials. Include brand, type, and name of manufacturer.
  3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
  4. Grout mixes. Include description of type and proportions of ingredients.
  5. Reinforcing bars.
  6. Joint reinforcement.
  7. Anchors, ties, and metal accessories.
- E. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- F. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
- G. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.
- 1.4 QUALITY ASSURANCE
- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
  - B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

- C. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
- D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Build mockups for typical wall in sizes approximately 60 inches long by 48 inches high by full thickness, including face, precast trim, sealant, and backup wythes and accessories.
  - 2. Clean one-half of exposed faces of mockups with masonry cleaner as indicated.
  - 3. Protect accepted mockups from the elements with weather-resistant membrane.
  - 4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
    - a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
    - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.
- E. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.6 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills

with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches down both sides of walls and hold cover securely in place.
  2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  2. Protect sills, ledges, and projections from mortar droppings.
  3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

## PART 2 - PRODUCTS

### 2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

## 2.2 BRICK

- A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
  2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
  3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
  4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Face Brick: Facing brick complying with ASTM C 216.
1. Products: Subject to compliance with requirements, provide the following:
    - a. Palmetto Brick; Hampton
  2. Grade: SW.
  3. Type: FBS.
  4. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
  5. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.

## 2.3 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C 91.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Holcim: Atlanta Red Masonry Cement.
- B. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Euclid Chemical Company (The); Accelguard 80.
    - b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
    - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.



- C. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent by same manufacturer.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. ACM Chemistries; RainBloc for Mortar.
    - b. BASF Aktiengesellschaft; Rheopel Mortar Admixture.
    - c. Grace Construction Products, W. R. Grace & Co. - Conn.; Dry-Block Mortar Admixture.
- D. Water: Potable.

## 2.4 REINFORCEMENT

- A. Masonry Joint Reinforcement, General: ASTM A 951/A 951M
  - 1. Exterior Walls: Hot-dip galvanized, carbon steel.
  - 2. Wire Size for Side Rods: 0.187-inch diameter.
  - 3. Wire Size for Cross Rods: 0.187-inch diameter.
  - 4. Wire Size for Veneer Ties: 0.187-inch diameter.
  - 5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
  - 6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.
- B. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.
- C. Masonry Joint Reinforcement for Multiwythe Masonry:
  - 1. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.
- D. Masonry Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch- diameter, hot-dip galvanized, carbon -steel continuous wire.

## 2.5 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
  - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A

- 153/A 153M, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
- B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.
- C. Adjustable Masonry-Veneer Anchors:
1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
    - a. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
    2. Fabricate sheet metal anchor sections and other sheet metal parts from 1.05-inch-thick steel sheet, galvanized after fabrication.
    3. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.187-inch- diameter, hot-dip galvanized-steel wire unless otherwise indicated.
    4. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
      - a. Products: Subject to compliance with requirements, provide one of the following:
        - 1) Heckmann Building Products Inc.; Pos-I-Tie.
        - 2) Wire-Bond; SureTie.

## 2.6 EMBEDDED FLASHING MATERIALS

- A. Flexible Flashing: Use the following unless otherwise indicated:
1. Stainless-Steel-Laminated Flashing: Stainless-steel sheet bonded between two layers of polymer fabric.
    - a. Basis of Design: Subject to compliance with requirements, provide York; FlashVent or comparable by an available manufacturer.
    - b. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.
- B. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- C. Termination Bars for Flexible Flashing: Stainless steel bars 1/8 inch by 1 inch.

## 2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene or urethane.
- B. Weep/Vent Products: Use one of the following unless otherwise indicated:
  - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected from manufacturer's standard.
- C. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
  - 1. Provide the following configuration:
    - a. Sheets or strips not less than 3/4 inch thick and installed to full height of cavity with additional strips 4 inches high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from clogging with mortar.

## 2.8 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

## 2.9 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use mortar unless otherwise indicated.
  - 3. For exterior masonry, use mortar.
  - 4. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification.

Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.

1. For masonry below grade or in contact with earth, use Type S.
2. For reinforced masonry, use Type N.
3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
4. For interior non-load-bearing partitions, Type O may be used instead of Type N.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
  2. Verify that foundations are within tolerances specified.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

1. Mix units from several pallets or cubes as they are placed.
- F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

### 3.3 TOLERANCES

#### A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

#### B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in bond pattern indicated on Drawings; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
  - 1. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch clearance between end of anchor rod and end of tube. Space anchors 48 inches o.c. unless otherwise indicated.
  - 2. Wedge non-load-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
  - 3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078446 "Fire-Resistive Joint Systems."

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow as follows:
  - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
  - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
  - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
  - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Set trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.

1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
  2. Allow cleaned surfaces to dry before setting.
  3. Wet joint surfaces thoroughly before applying mortar.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

### 3.6 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
1. Space reinforcement not more than 16 inches o.c.
  2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
  3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings[ in addition to continuous reinforcement].
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Cut and bend reinforcing units as directed by manufacturer for continuity at[ corners,] returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

### 3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
1. Provide an open space not less than 2 inches wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

### 3.8 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to concrete and masonry backup with seismic masonry-veneer

anchors to comply with the following requirements:

1. Fasten seismic anchors to concrete and masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
2. Insert slip-in anchors in metal studs as sheathing is installed. Provide one anchor at each stud in each horizontal joint between sheathing boards.
3. Embed tie sections in masonry joints. Provide not less than 2 inches of air space between back of masonry veneer and face of sheathing.
4. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
5. Space anchors as indicated, but not more than 16 inches o.c. vertically and 16 inches o.c. horizontally, with not less than 1 anchor for each 2 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 8 inches, around perimeter.

### 3.9 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry as follows:
  1. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.
- C. Form expansion joints in brick as follows:
  1. Build in compressible joint fillers where indicated.
  2. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."
- D. Provide horizontal, pressure-relieving joints by either leaving an air space or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than 3/8 inch.
  1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

### 3.10 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
  1. Prepare masonry surfaces so they are smooth and free from projections that could



puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.

2. At multi wythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1-1/2 inches into the inner wythe. Form 1/4-inch hook in edge of flashing embedded in inner wythe.
  3. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches; with upper edge tucked under building paper or building wrap, lapping at least 4 inches.
  4. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
  5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
- C. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.
- D. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
1. Use specified weep/vent products to form weep holes.
  2. Space weep holes formed from plastic tubing 16 inches o.c.
- E. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

### 3.11 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.

2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

### 3.12 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  1. Crush masonry waste to less than 4 inches in each dimension.
  2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
  3. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

## SECTION 057300 - DECORATIVE METAL RAILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Steel decorative railings.

#### 1.3 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas, pedestrian guidance and support, visual separation, or wall protection.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
  - 1. Steel: 72 percent of minimum yield strength.

#### 1.5 ACTION SUBMITTALS

- A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- B. Samples for Initial Selection: For products involving selection of color, texture, or design.
- C. Samples for Verification: For each type of exposed finish required.
  - 1. Welded connections.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified professional engineer.
- B. Welding certificates.

1.7 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including structural analysis, preconstruction testing, field testing, and in-service performance.
  - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of railings and are based on the specific system indicated. Refer to Section 01 6000 "Product Requirements."
  - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- D. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
  - 1. Build mockups for each form and finish of railing consisting of two posts, top rail, infill area, and anchorage system components that are full height and are not less than 24 inches in length.
  - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

## 1.9 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not suit structural performance requirements.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Available manufacturers offering products subject to compliance with requirements listed.

### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
  - 1. Provide formed metal brackets ready for field welding or predrilled hole for exposed bolt anchorage.

### 2.3 STEEL

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Tubing: ASTM A 513.

- C. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.

## 2.4 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
  - 1. Uncoated Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed; Type 304 stainless-steel fasteners where exposed.
  - 2. Galvanized-Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
  - 3. Dissimilar Metals: Type 304 stainless-steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless exposed fasteners are unavoidable.
  - 1. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
- E. Post-Installed Anchors: Torque-controlled expansion anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Brazing Rods: For copper-alloy railings, provide type and alloy as recommended by producer of metal to be brazed and as required for color match, strength, and compatibility in fabricated items.

## 2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design,

dimensions, member sizes and spacing, details, finish, and anchorage.

- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.
- I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- J. Form changes in direction as follows:
  - 1. As detailed.
- K. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- L. Close exposed ends of hollow railing members with prefabricated end fittings.
- M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch or less.

- N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
  - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

## 2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

## 2.8 STEEL AND IRON FINISHES

- A. Preparing Nongalvanized Items for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with requirements indicated below:
  - 1. Railings Indicated to Receive Primers Specified in Section 09 9600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Other Railings: SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
- B. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine wood and fiber cement assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.



### 3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### 3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

### 3.4 ANCHORING POSTS

- A. Cover anchorage joint with flange of same metal as post, welded to post after placing anchoring material .

### 3.5 ATTACHING RAILINGS

- A. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends .
- B. Attach handrails to walls with wall brackets except where end flanges are used. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
  - 1. Use type of bracket with predrilled hole for exposed bolt anchorage.
  - 2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

- C. Secure wall brackets and railing end flanges to building construction as follows:
  - 1. For wood stud partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with carpentry work to locate backing members.

### 3.6 CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 09 9113 "Exterior Painting" and Section 09 9123 "Interior Painting." and Section 09 9600 "High-Performance Coatings."

### 3.7 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 057300

## SECTION 071416 - COLD FLUID-APPLIED WATERPROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Polyurethane waterproofing coating system for exterior fountain pool.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review waterproofing requirements including, but not limited to, the following:
    - a. Surface preparation specified in other Sections.
    - b. Minimum curing period.
    - c. Forecasted weather conditions.
    - d. Repairs.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
  - 2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranties: For special warranties.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.

## 1.7 FIELD CONDITIONS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended in writing by waterproofing manufacturer.
  - 1. Do not apply waterproofing to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
  - 2. Do not apply waterproofing in snow, rain, fog or mist, or when such weather conditions are imminent during application and curing period.
- B. Maintain adequate ventilation during application and curing of waterproofing materials.

## 1.8 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace waterproofing that fails in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Installer's Special Warranty: Signed by installer covering Work of this Section, for warranty period of two years.
  - 1. Warranty includes removing and installing membrane system and any repairs to substrate.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Source Limitations for Waterproofing System: Obtain waterproofing coating system and associated materials from single source from single manufacturer.

### 2.2 SINGLE-COMPONENT POLYURETHANE WATERPROOFING

- A. Single-Component, Modified Polyurethane Waterproofing: ASTM C 836/C 836M.

1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Tnemec Elasto-Shield Series 264.
    - b. Neogaurd Pool-Gard C.
    - c. Masterseal HLM 5000.
  - B. Provide complete system of materials from single manufacturer to create a seamless monolithic waterproof membrane.
- 2.3 AUXILIARY MATERIALS
- A. General: Provide auxiliary materials recommended in writing by waterproofing manufacturer for intended use and compatible with one another and with waterproofing.
  - B. Primer: Manufacturer's standard primer, sealer, or surface conditioner; factory-formulated acrylic latex, polyurethane, or epoxy.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  1. Verify that concrete has cured and aged for minimum time period recommended in writing by waterproofing manufacturer.
  2. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.

- C. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.
- D. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or film-forming coatings from concrete.
  - 1. Abrasive blast clean concrete surfaces uniformly to expose top surface of fine aggregate according to ASTM D 4259 with a self-contained, recirculating, blast-cleaning apparatus. Remove material to provide a sound surface free of laitance, glaze, efflorescence, curing compounds, concrete hardeners, or form-release agents. Remove remaining loose material and clean surfaces according to ASTM D 4258.
- E. Remove fins, ridges, and other projections, and fill honeycomb, aggregate pockets, holes, and other voids.

### 3.3 PREPARATION AT TERMINATIONS, PENETRATIONS, AND CORNERS

- A. Prepare surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, sleeves, and corners according to waterproofing manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471.
- B. Apply waterproofing in two separate applications and embed a joint reinforcing strip in the first preparation coat when recommended by waterproofing manufacturer.

### 3.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrate according to waterproofing manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D 4258.
  - 1. Comply with ASTM C 1193 for joint-sealant installation.
  - 2. Apply bond breaker on sealant surface, beneath preparation strip.
  - 3. Prime substrate along each side of joint and apply a single thickness of preparation strip at least 6 inches wide along each side of joint. Apply waterproofing in two separate applications and embed a joint reinforcing strip in the first preparation coat.

### 3.5 WATERPROOFING APPLICATION

- A. Apply waterproofing according to manufacturer's written instructions and to recommendations in ASTM C 898/C 898M and ASTM C 1471.

- B. Start installing waterproofing in presence of manufacturer's technical representative.
- C. Apply primer over prepared substrate unless otherwise instructed in writing by waterproofing manufacturer.
- D. Cure waterproofing, taking care to prevent contamination and damage during application and curing.

### 3.6 PROTECTION

- A. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect waterproofing from damage and wear during remainder of construction period.
- C. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- D. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended in writing by manufacturer of affected construction.

END OF SECTION 071416

## SECTION 079200 – JOINT SEALANTS

### PART 1 – GENERAL

#### 1.1 RELATED MVDOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
- B. Related Sections:
  - 1. Section 04 2000 "United Masonry" for control and expansion joint fillers.

#### 1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
  - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
  - 2. Conduct field tests for each application indicated below:
    - a. Each kind of sealant and joint substrate indicated.
  - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
  - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
    - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
  - 5. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of



noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

#### 1.7 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.8 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and

other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 790.

- b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
  - c. Pecora Corporation; 890.
  - d. Tremco Incorporated; Spectrem 1.
- B. Single-Component, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade P, Class 100/50, for Use T.
- 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 890-SL.
    - b. Pecora Corporation; 300 SL.
    - c. Tremco Incorporated; Spectrem 900 SL.

### 2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) Type O (open-cell material) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
  - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
  2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  3. Inspect tested joints and report on the following:
    - a. Whether sealants filled joint cavities and are free of voids.
    - b. Whether sealant dimensions and configurations comply with specified requirements.
    - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
  4. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove

sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces - JS-#1.
  - 1. Joint Locations:
    - a. Isolation and contraction joints in cast-in-place concrete slabs.
    - b. Joints in stone paving units, including steps.
    - c. Joints between different materials listed above.
    - d. Other joints as indicated.
  - 2. Silicone Joint Sealant: Single component, nonsag, traffic grade, neutral curing.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces - JS #2.
  - 1. Joint Locations:
    - a. Construction joints in cast-in-place concrete.
    - b. Control and expansion joints in unit masonry.
    - c. Joints in dimension stone cladding.
    - d. Joints between different materials listed above.
  - 2. Silicone Joint Sealant: Single component, nonsag, neutral curing, Class 100/50.

END OF SECTION 079200



## SECTION 099113 - EXTERIOR PAINTING

### 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 surface preparation and the application of paint systems on exterior substrates.

#### 1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.

4. Label each Sample for location and application area.

D. 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.
2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

#### 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: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg 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 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Subject to compliance with requirements, provide premium line products from THE SHERWIN WILLIAMS COMPANY or one of the following:
  - 1. Benjamin Moore & Co.
  - 2. ICI Paints.
  - 3. PPG Architectural Finishes, Inc.
  - 4. Rose Talbert.

### 2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. 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.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Architect from manufacturer's full range.

### 2.3 PRIMERS/SEALERS

- A. Provide primers and sealers produced by the same manufacturer as the finish coats.
- B. Primer, Alkali Resistant, Water Based: MPI #3.

### 2.4 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will 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 paints 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.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  1. 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 and paint systems indicated.
- B. 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.
- C. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

#### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. 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.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

### 3.4 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.

### 3.5 EXTERIOR PAINTING SCHEDULE

- A. METAL:
  - 1. Water-Based Light Industrial Coating System:
    - a. 1st Coat: ProCryl Universal Primer B66-310 Series (5 - 10 mils).
    - b. 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series (4 mils).
    - c. 3rd Coat: S-w Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series (4 mils).

END OF SECTION 099113

## SECTION 10 4300 – DIMENSIONAL LETTER SIGNAGE

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Cast Aluminum Letters

#### 1.2 SCOPE

- A. Furnish letters and hardware necessary to install cast metal letters shown on drawings and specified herein.

#### 1.3 SUBMITTALS

- A. Manufacturer's descriptive literature and specifications.
- B. Shop Drawings
- C. Installation instructions

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer to have a minimum of 5 years' experience in manufacturing letters.
- B. All letters to be manufactured by one manufacturer.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Impact Architectural Signs  
26 E Burlington Ave  
LaGrange, IL 60525  
(708) 469-7178  
[specifications@impactsigns.com](mailto:specifications@impactsigns.com)
- B. Gemini Signs
- C. Substitutions to be approved prior to bid.

#### 2.2 MATERIALS (METAL ALLOYS)

- A. Aluminum - #514 aluminum alloy.

## 2.3 FINISHES

### A. Aluminum

1. Baked Enamel face and returns.
2. Metallic color to be selected prior to bid.

## 2.4 THICKNESS

- A. Varies based on letter height between 3/8” and 1.5” deep.

## 2.5 FONT STYLES

- A. Select from Manufacturers’ Standard font list.

## 2.6 MOUNTING HARDWARE

- A. Cast metal letters are tapped for threaded stud insertion.

## 2.7 FABRICATION

- A. Letters shall be made of cast aluminum in style and size as indicated on drawings.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. A qualified installer shall install cast metal letters.
- B. Install signs level, plumb, and at the height indicated with sign surfaces free from distortion or other defects in appearance.

### 3.2 WARRANTY

- A. Letters should be guaranteed for the life of the business against defects.

END OF SECTION 104300

## SECTION 13 1213 FOUNTAINS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes design and complete installation of decorative fountains complete as shown on Drawings and as specified, including:
  - 1. Equipment and accessories indicated on Drawings.
  - 2. Mechanical, electrical, and plumbing work.

#### 1.2 DEFINITIONS

- A. Fountains, pools, and water features include water pump and filters, sensors and controllers, valves, nozzles, drains, piping, valve and junction boxes, electrical power and lighting, and other incidental work. Concrete slab and walls, unit masonry veneer, precast architectural concrete, and waterproofing are specified elsewhere.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide capable of withstanding the effects of gravity loads under conditions indicated.
- B. Operational Performance:
  - 1. Design fountain with appropriate overflow drains that prevent water from flowing over pool wall onto adjacent areas.
  - 2. Design systems and select components to achieve indicated effects with reliable operation and minimal maintenance.
  - 3. Design for satisfactory operation in ambient temperatures from 35 deg F to 110 deg F.
- C. Design Effects:
  - 1. Aerating Jets with capability to change heights of jets individually.
  - 2. LED light fixtures with capability to have all white or a range of color.
  - 3. Lights may be set for fixed or changing color operation.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product required. Where applicable, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 1. For pumps and light fixtures, include wiring diagrams, power requirements, rated capacities, furnished specialties, and accessories.



- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work.
  - 1. Include piping layout for plumbing work indicating location of valves, pumps, piping, and nozzles.
  - 2. Include wiring diagrams indicating connections to electrical service and type of service required for electrical components including pumps, sensors, controllers, and lighting.
- C. Samples for Selection: For each type of finish material required.
- D. Maintenance Data: For operating components of fountains, pools, and water features to include in maintenance manuals.
- E. Warranties: Special warranties specified in this Section.

#### 1.5 QUALITY ASSURANCE

- A. Installer/Fabricator Qualifications: An installer of decorative fountains and pools with not less than 10 years experience executing work of similar scope.
  - 1. Installer's responsibilities include design, fabricating, and installing fountains, pools, and water features and providing professional engineering services needed to assume engineering responsibility.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including field testing, and in-service performance.
  - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architects' approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Quality Requirements."
  - 1. Review locations for pools, fountains, and water features.
  - 2. Review required coordination with other Work.
  - 3. Review locations and sizes for required utilities including service requirements.

## 1.6 PROJECT CONDITIONS

### A. Field Measurements:

1. Indicate measurements on Shop Drawings.
2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating without field measurements. Coordinate plaza construction to ensure that actual dimensions correspond to established dimensions.

## 1.7 WARRANTY

### A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace fountain and pool components that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
  - a. Structural failures including cracking in cast stone and ceramic tile finishes.
  - b. Leaking of pools through fountain equipment and piping. Faulty operation of nozzles, pumps, filters, and electrical lighting.
2. Warranty Period: 2 years from date of Substantial Completion.

### B. Special Warranty for Operating Components: Manufacturer's standard form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Components:
  - a. Pumps.
  - b. Filters.
  - c. Electrical light fixtures.
2. Warranty Period: 5 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS

#### A. Basis of Design Manufacturer:

GEORGIA FOUNTAIN COMPANY, INC.

2513 Royal Place  
Tucker, Georgia 30084  
(770) 934-3297  
[www.georgiafountain.com](http://www.georgiafountain.com)

- B. Substitutions:
1. Substitution requests must be submitted to Architect for review and approval prior to bid.
  2. Substitution requests shall include the following information:
    - a. Examples of past projects and experience of similar installations.
    - b. Request to include a list of any deviations from the drawings or specifications required by approval of the substitution, or a statement that there will be no differences.
  3. Approved substitutions will be issued by addenda prior to bid.

## 2.2 SYSTEM PRODUCTS & ACCESSORIES

- A. Provide all components and accessories required for proper operation and control of Fountain System – including but not limited to:
1. Aerating Jets: bronze or brass.
  2. Adjustment Flange: cast bronze and stainless steel with 5 degree adjustment from vertical.
  3. Surface Skimmer.
  4. Pool Drain fittings
  5. Wall niche overflow
  6. Sump
  7. Anemometer for automated control of jets in pre-defined wind conditions.
  8. Water Level Sensor
  9. Color Control System
  10. LED lighting and color changing ring:
    - a. Die-cast stainless steel integral housing
    - b. Stainless steel trim fitting
    - c. On-board 3 DMX channels addressable
  11. Sump Pump Assembly.
  12. Control Panel: mounted at exterior on steel posts on slab remotely located from fountain.
  13. Underground housing for pump and equipment with operable lid at grade remotely located from fountain.
  14. 24 hour time clock for pump and lighting operation

## 2.3 PIPES, TUBES, AND FITTINGS

- A. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
1. PVC Socket Fittings, Schedule 40: ASTM D 2466.
- B. PVC, Pressure-Rated Pipe: ASTM D 2241, PVC 1120 compound, SDR 26.
1. PVC Socket Fittings, Schedule 80: ASTM D 2467.
- C. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Fountain installer to review condition of waterproofed concrete fountain pool and accept that the conditions are appropriate for the installation of fountain piping, pumps, nozzles, and other components. .

### 3.2 INSTALLATION

- A. General: Install fountains, pools, and water features in locations indicated in accordance with approved Shop Drawings. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated.
- B. Utility Connections: Make water, electrical, and storm sewer connections from lines indicated on the Drawings to equipment and fixtures required for fountains, pools, and water features.
- C. In-Ground Vault and Box Installation: Install in approved locations and at approved elevations.
- D. Piping Installation:
  - 1. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
  - 2. Install piping free of sags and bends.
  - 3. Install fittings for changes in direction and branch connections.
  - 4. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.
  - 5. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
  - 6. Install underground thermoplastic piping according to ASTM D 2774.
  - 7. Lay piping on solid sub-base, uniformly sloped without humps or depressions.
  - 8. Install PVC piping in dry weather when temperature is above 40 deg F 5 deg C. Allow joints to cure at least 24 hours at temperatures above 40 deg F 5 deg C before testing unless otherwise recommended by manufacturer.
  - 9. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
    - a. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
    - b. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-

- c. number PVC pipe and socket fittings according to ASTM D 2855.  
PVC Non-pressure Piping: Join according to ASTM D 2855.

E. Equipment Installation:

1. Install equipment level and plumb, unless otherwise indicated.
2. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.
3. Install equipment to allow right of way to piping systems installed at required slope.

3.3 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain pumps, filters, programmable components, and lighting. Refer to Division 1 Section “Closeout Procedures.”

END OF SECTION 13 1213

## SECTION 26 0500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. Provide all labor, materials, equipment, and supervision to construct complete and operable electrical systems as indicated on the drawings and specified herein.
- B. All materials and equipment used shall be new, undamaged, and free from any defects.

#### 1.2 RELATED DOCUMENTS AND OTHER INFORMATION

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the portions of work specified in each Section, individually and collectively.

#### 1.3 PRODUCT WARRANTIES

- A. Provide manufacturer's standard printed commitment in reference to a specific product and normal application, stating that certain acts of restitution will be performed for the Purchaser or Owner by the manufacturer, when and if the product fails within certain operational conditions and time limits. Where the warranty requirements of a specific specification section exceed the manufacturer's standard warranty, the more stringent requirements will apply, and modified manufacturer's warranty shall be provided. In no case shall the manufacturer's warranty be less than one (1) year from the date of substantial completion.
  - 1. Where manufacturer's warranty lists a start date of PO or date of ship, contractor shall purchase extended warranty to ensure warranty period extends to a minimum of 1 year after date of substantial completion.

#### 1.4 PRODUCT SUBSTITUTIONS

- A. General: Materials specified by manufacturer's name shall be used unless prior approval of an alternate is given by addenda. Requests for substitutions must be received in the office of the Architect at least 10 days prior to opening of bids.

#### 1.5 SUBMITTAL REQUIREMENTS

- A. Submit for review by the Engineer Architect a schedule with engineering data of materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive materials, i.e., catalog sheets, product data sheets, diagrams, performance curves and charts published by the manufacturer, warranties, etc., to show conformance to Specifications and Plan requirements; model numbers alone shall not be acceptable. Data submitted for review shall contain all information to indicate compliance with Contract Documents. Complete electrical characteristics shall be provided for all equipment. Submittals for lighting fixtures shall include Photometric Data. The Engineer reserves the right to require samples of any

- equipment to be submitted for review.
- B. The purpose of shop drawing review is to demonstrate to the Architect that the Contractor understands the design concept. The Architect's review of such drawings, schedules, or cuts shall not relieve the Contractor from responsibility for deviations from the drawings or specifications unless he has, in writing, called the Architect's attention to such deviation at the time of submission, and received written permission from the Architect for such deviations.
  - C. Where cut sheets include an entire product family, mark all specific items to be utilized for this project on equipment cut sheets. Generic cut sheets with no indication of which items on the cut sheet shall be used will be rejected.
  - D. Response to Submittals: Shop drawings shall be noted with the following classifications:
    - 1. "Reviewed": No corrections, no marks. Contractor shall submit copies for distribution.
    - 2. "Provide as Corrected": A few minor corrections. Items may be ordered as marked up without further resubmission. Submit shall submit copies for distribution. Formally correct prior to submitting O&M manuals.
    - 3. "Revise and Resubmit": Minor corrections. Items may be ordered at the Contractor's option. Contractor shall resubmit documents with corrections noted.
    - 4. "Rejected": Major corrections required or not in accordance with the contract documents. Contractor shall correct and resubmit documents.

#### 1.6 ELECTRICAL DRAWINGS

- A. Electrical contract drawings are diagrammatic and indicate the general arrangement of electrical equipment. Do not scale electrical plans. Obtain all dimensions from the Architect's dimensioned drawings and field measurements. The Contractor shall review Architectural plans for door swings and built-in equipment; conditions indicated on those plans shall govern for this work.
- B. Coordinate installation of electrical equipment with the structural and mechanical equipment and access thereto. Coordinate exterior electrical work with civil and landscaping work.
- C. Discrepancies shown on different drawings, between drawings and specifications or between documents and field conditions shall be installed to provide the better quality or greater quantity of work; or, comply with the more stringent requirement; either or both in accordance with the A/E's interpretation.

#### 1.7 ELECTRICAL WORK SCHEDULE

- A. After the award of contract, the Contractor shall prepare a detailed schedule (aka milestone chart, or Gantt chart) for review by the Architect/Engineer and Owner at least 10-days prior to beginning work. The Contractor Project Schedule (CPS) shall indicate detailed activities for the projected life of the project. The CPS shall consist of detailed activities and their restraining relationships. It will also detail manpower usage throughout the project. Specific items shall include (but not limited to) the following:

1. Date of on-site arrival of electrical equipment and accessories required for system installation.
2. Estimated start date and completion date for the installation of each panelboard.
3. Estimated dates and duration of required work access to areas that are not in the current phase, or scope of work.

#### 1.8 SUBMITTALS – GENERAL ELECTRICAL

- A. Electrical coordination drawings shall be provided as described below:
  1. Electrical Rooms: Provide layouts of all electrical rooms using the dimensions of equipment and accessories furnished. Locate all ducts and piping entering or crossing these spaces.
  2. Feeders over 100 Amps: The routing of main feeders is not shown on the drawings. Actual routing shall be determined by the contractor in accordance with the specifications and shall be coordinated with work by other trades. For underground lines, show all utility crossings.
  3. Drawings Format: Drawings shall be prepared at a scale of no less than 1/16" = 1'-0" for feeder routes and 1/4" = 1'-0" for electrical rooms / equipment yards. Drawing shall be titled to define Project Name, drawing subject and date prepared. Drawings are to be prepared in AutoCAD or compatible software.
- B. Firestopping Submittals shall be provided for each proposed system type prior to installation. Submittal shall include the following:
  1. Firestopping Materials
  2. Firestopping Installation Drawings for each conduit penetration, cable in metal sleeve penetration, and blank metal sleeve penetration for each type of wall / floor construction encountered.

#### 1.9 SYSTEMS REQUIRING ROUGH-IN

- A. Rough-in shall consist of all outlet boxes/raceway systems/supports and sleeves required for the installation of cables/devices by other Divisions and by the Owner. It shall be the responsibility of this Contractor to determine the requirements by reviewing the contract documents and meeting with the Superintendent of the trade involved and Owner's representative to review submittal data, shop drawings, etc.
- B. Sealing of all sleeves, to meet the fire rating of the assembly, whether active or not, is work of this Division.

### PART 2 - PRODUCTS

#### 2.1 FIRESTOPPING:

- A. Refer to section 078413 for additional requirements.



- B. A firestop system shall be used to seal penetrations of electrical conduits and cables through fire-rated partitions per NEC 300.21, and NEC 800.26. The firestop system shall be qualified by formal performance testing in accordance with ASTM E-814, or UL 1479.
- C. The firestop system shall consist of a fire-rated caulk type substance and a high temperature fiber insulation. It shall be permanently flexible, waterproof, non-toxic, smoke and gas tight and have a high adhesion to all solids so damming is not required. Only metal conduit shall be used in conjunction with this system to penetrate fire rated partitions. Install in strict compliance with manufacturer's recommendations. 3M or approved equal.
- D. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- E. Comply with BICSI TDMM, "Firestopping Systems" Article.

### PART 3 - EXECUTION

#### 3.1 PRODUCT INSTALLATION, GENERAL

- A. Except where more stringent requirements are indicated, comply with the product manufacturer's installation instructions and recommendations, including handling, anchorage, assembly, connections, cleaning and testing, charging, lubrication, startup, test operation and shutdown of operating equipment. Consult with manufacturer's technical experts, for specific instructions on unique product conditions and unforeseen problems.
- B. Protection and Identification: Deliver products to project properly identified with names, models numbers, types, grades, compliance labels and similar information needed for distinct identifications; adequately packaged or protected to prevent deterioration during shipment, storage, and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior storage.
- C. Permits and Tests: Provide labor, material, and equipment to perform all tests required by the governing agencies and submit a record of all tests to the Owner or his representative. Notify the Architect five days in advance of any testing.
- D. Install temporary protective covers over equipment enclosures, outlet boxes and similar items after interiors, conductors, devices, etc. are installed, to prevent the entry of construction debris and to protect the installation during finish work performed by others. Do not install device plates, equipment covers or trims until finish work is complete.
- E. Clean all equipment, inside and out, upon completion of the work. Scratched or marred surfaces shall be touched-up with touch-up paint furnished by the equipment manufacturer.
- F. Replace all equipment and materials that become damaged.
- G. No more than three phase conductors, each of opposite phases for a three phase WYE system, shall be combined in a single raceway unless written approval is granted by the engineer or

noted otherwise on the construction documents. 120-volt receptacle and lighting circuits are excepted from this requirement but must meet the requirements of the NEC.

- H. Shared neutrals shall not be utilized (including, but not limited to homeruns) unless written permission is obtained from the Engineer for a specific application.

### 3.2 EQUIPMENT PROTECTION

- A. Equipment and materials shall be protected during shipment and storage against physical damage, vermin, dirt, corrosive substances, fumes, moisture, cold and rain.
- B. Store equipment indoors in clean dry space with uniform temperature to prevent condensation. Equipment shall include but not be limited to switchgear, switchboards, panelboards, transformers, motor control centers, motor controllers, uninterruptible power systems, enclosures, controllers, circuit protective devices, cables, wire, light fixtures, electronic equipment, and accessories.
- C. During installation, equipment shall be protected against entry of foreign matter; and be vacuum cleaned both inside and outside before testing and operating. Compressed air shall not be used to clean equipment. Remove loose packing and flammable materials from inside equipment.
- D. Damaged equipment shall be, as determined by the Engineer, placed in first class operating condition, or be returned to the source of supply for repair or replacement.
- E. Painted surfaces shall be protected with factory installed removable heavy kraft paper, sheet vinyl or equal.
- F. Damaged paint on equipment and materials shall be refinished with the same quality of paint and workmanship as used by the manufacturer so repaired areas are not obvious.

### 3.3 UTILITY CONNECTIONS:

- A. Coordinate the connection of the electrical system with the local power company. Comply with the requirements of governing regulations, franchised service companies and controlling agencies. Pay all utility fees and charges.

### 3.4 ELECTRICAL WORK:

- A. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished in this manner for the required work, the following requirements are mandatory:
  - 1. Electricians must use full protective equipment (i.e., certified and tested insulating material to cover exposed energized electrical components, certified and tested insulated tools, etc.) while working on energized systems in accordance with NFPA

70E.

2. Electricians must wear personal protective equipment while working on energized systems in accordance with NFPA 70E.
3. Before initiating any work, a job specific work plan must be developed by the contractor with a peer review conducted and documented by the Contractor. The work plan must include procedures to be used on and near the live electrical equipment, barriers to be installed, safety equipment to be used and exit pathways.
4. Work on energized circuits or equipment cannot begin until prior written approval is obtained from the Owner/ Architect.

END OF SECTION 26 0500

## SECTION 26 0519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 -GENERAL

#### 1.1 SUMMARY

- A. Section includes building wire and cable and wiring connectors and connections.

#### 1.2 REFERENCES

- A. International Electrical Testing Association:
1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
1. NFPA 70 - National Electrical Code.
  2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- C. Underwriters Laboratories, Inc.:
1. UL Standard 83 for Thermoplastic-Insulated Wires and Cables.
  2. UL 514B – Standard for Conduit, Tubing, and Cable Fittings.
  3. UL 1569 – Standard for Metal-Clad Cables

#### 1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
1. Solid conductor for branch circuits 10 AWG and smaller.
  2. Stranded conductors for control circuits.
  3. Conductor not smaller than 12 AWG for power and lighting circuits.
  4. Conductor not smaller than 14 AWG for control circuits.
  5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
- B. Wiring Methods: Provide the following wiring methods:
1. Use only building wire, Type THHN/THWN-2 insulation, in raceway unless specifically noted otherwise.
  2. Type MC Cable may be used for whips to light fixtures only (less than 6' in length).
  3. Type MC Cable may be used for the following:
    - a. Whips to Light Fixtures (less than 6' in length).
    - b. Drops concealed in walls to devices.
    - c. All homeruns shall be building wire in conduit (EMT). Do not use MC cable for Homeruns to panelboards.
  4. Type MC Cable shall **not** be used for any of the following:
    - a. Any home runs.

- b. Wet Locations.
- c. Direct Burial or in Underground Conduit.
- d. Exposed locations where subject to physical damage.

#### 1.4 SUBMITTALS

- A. Division 01 Specifications - Submittal Procedures: Requirements for submittals.
- B. Product Data for the following:
  - 1. Wire and Cable
- C. Test Reports: Indicate procedures and values obtained.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Division 01 Specifications - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of components and circuits.

#### 1.6 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Conform to requirements of NFPA 70.

#### 1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

#### 1.8 FIELD MEASUREMENTS

- A. Verify field measurements prior to work. Coordinate dimensions with architectural, structural, and civil drawings. Electrical Drawings are diagrammatic only and shall not be scaled.

#### 1.9 COORDINATION

- A. Division 01 Specifications - Administrative Requirements: Requirements for coordination.

- B. Where wire and cable destinations are indicated and routing is not shown, determine routing and lengths required.
- C. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 ft of length shown.

## PART 2 PRODUCTS

### 2.1 BUILDING WIRE

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Southwire
  - 2. AETNA.
  - 3. American Insulated Wire Corp.
  - 4. Colonial Wire
  - 5. General Cable Co.
- B. Product Description: Single conductor insulated wire.
- C. Conductor: Copper.
- D. Insulation Voltage Rating: 600 volts.

### 2.2 Type MC Cable

- A. Circuit Conductors
  - 1. Conductors: Soft-drawn solid copper conductors shall be permitted for #12 and #10 AWG conductor sizes. Stranded copper conductors shall be class B stranded or equivalent.
  - 2. Insulation: The conductors shall be constructed with THHN/THWN-2 or XHHW-2 insulation rated for 90°C dry and rated for 600 volts.
- B. Cable Assembly: All insulated circuit conductors and any grounding conductors shall be cabled together and contained under an overall nonmetallic tape covering.
- C. Metal-Clad Sheath / Armor Assembly: Interlocked Armor: The interlocking metal tape armor shall be aluminum.
- D. Where used for lighting controls in dimming applications, MC cable with integral controls wires (purple & gray for 0-10V dimming) may be utilized.

## 2.3 TERMINATIONS

- A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
- B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Division 01 Specification - Administrative Requirements: Coordination and project conditions.
- B. Verify interior of building has been protected from weather.
- C. Verify mechanical work likely to damage wire and cable has been completed.
- D. Verify raceway installation is complete and supported.

### 3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

### 3.3 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- C. Route MC Cable parallel or perpendicular to walls. No diagonal runs shall be permitted.
- D. MC Cable shall be used in walls and lighting circuit whips. All homeruns shall be insulated conductors pulled in EMT.
- E. Support MC Cable at intervals not exceeding six feet on center.
- F. Provide additional supports when the MC Cable is exposed to ensure tight straight lines.
- G. Bends in MC Cable shall be made so that the cable will not be damaged. The radius of the curve of the inner edge shall not be less than seven times the cable diameter.
- H. Identify wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
- I. Special Techniques--Building Wire in Raceway:

1. Pull conductors into raceway at same time.
  2. Install building wire 4 AWG and larger with pulling equipment.
- J. Special Techniques - Wiring Connections:
1. Clean conductor surfaces before installing lugs and connectors.
  2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
  3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
  4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
  5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
  6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- K. Install stranded conductors for branch circuits 10 AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.
- L. Install terminal lugs on ends of 600-volt wires unless lugs are furnished on connected device, such as circuit breakers.
- M. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
- N. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

### 3.4 WIRE COLOR

- A. General:
1. For wire sizes 6 AWG and smaller, install wire with insulation colors as designated below.
  2. For wire sizes 4 AWG and larger, identify wire with colored tape at terminals, splices, and boxes. Colors are as follows:
- B. 480/277-volt systems:
- Phase A - Brown
  - Phase B - Orange
  - Phase C - Yellow
  - Neutral - Gray
  - Ground – Green with Yellow Stripe
- C. 120/208-volt systems:
- Phase A - Black
  - Phase B - Red
  - Phase C - Blue



Neutral - White  
Ground – Green

### 3.5 FIELD QUALITY CONTROL

- A. Division 01 Specification - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect and test in accordance with NETA ATS, except Section 4. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION 26 0519

## SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Rod electrodes.
  - 2. Wire.
  - 3. Mechanical connectors.
  - 4. Exothermic connections.

#### 1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
  - 1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
  - 2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
- B. International Electrical Testing Association:
  - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
  - 1. NFPA 70 - National Electrical Code.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms maximum.

#### 1.4 QUALITY ASSURANCE

- A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Division 01 Specifications - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- D. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

## 1.7 COORDINATION

- A. Division 01 Specifications - Administrative Requirements: Requirements for coordination.
- B. Complete grounding and bonding of building reinforcing steel prior concrete placement.

## PART 2 PRODUCTS

### 2.1 ROD ELECTRODES

- A. Product Description:
  - 1. Material: Copper-clad steel.
  - 2. Diameter: 3/4 inch (19 mm).
  - 3. Length: 10 feet (3.0 m).
- B. Connector: Connector for exothermic welded connection.

### 2.2 WIRE

- A. Material: Stranded copper.
- B. Foundation Electrodes: 4 AWG.
- C. Grounding Electrode Conductor: Copper conductor bare.
- D. Bonding Conductor: Copper conductor insulated.

## 2.3 MECHANICAL CONNECTORS

- A. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for installation.
  - 1. Bonding Jumpers: Compression type connectors, using zinc-plated fasteners and external tooth lock washers.
  - 2. Ground Busbars: Two-hole compression type lugs using tin-plated copper or copper alloy bolts and nuts.
  - 3. Rack and cabinet ground bars: One-hole compression type lugs using zinc-plated or copper alloy fasteners.

## 2.4 EXOTHERMIC CONNECTIONS

- A. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Division 01 Specifications - Administrative: Verification of existing conditions before starting work.
- B. Verify final backfill and compaction has been completed before driving rod electrodes.

### 3.2 PREPARATION

- A. Remove paint, rust, mill oils, and other surface contaminants at connection points.

### 3.3 EXISTING WORK

- A. Modify existing grounding system to maintain continuity to accommodate renovations.
- B. Extend existing grounding system using materials and methods compatible with existing electrical installations, or as specified.

### 3.4 INSTALLATION

- A. Install in accordance with IEEE 142.
- B. Install rod electrodes at locations as indicated on Drawings. Install additional rod electrodes to achieve specified resistance to ground.
- C. Install grounding and bonding conductors concealed from view.

- D. Install grounding electrode conductor and connect to reinforcing steel in foundation footing. Electrically bond steel together. If it is determined that the reinforcing steel cannot be made electrically continuous, install a 4 AWG bare copper conductor in foundation footing around the perimeter of the building.
- E. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- F. Install continuous grounding using an underground cold-water system and building steel as grounding electrode. Where water piping is not available, install artificial station ground by means of driven rods or buried electrodes.
- G. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
- H. Accomplish grounding of electrical system by using insulated grounding conductor installed with feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with NEC. Install from grounding bus of serving panel to ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service equipment. Ground conduits by means of grounding bushings on terminations at panelboards with installed number 12 conductor to grounding bus.
- I. Grounding electrical system using continuous metal raceway system enclosing circuit conductors in accordance with NEC.
- J. Permanently attach equipment and grounding conductors prior to energizing equipment.

### 3.5 FIELD QUALITY CONTROL

- A. Division 01 Specifications - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Grounding/Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground resistance and continuity testing in accordance with IEEE 142.
- E. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION 26 0526

## SECTION 26 0533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 REFERENCES

- A. American National Standards Institute:
  - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
  - 2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
  - 3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
  
- B. National Electrical Manufacturers Association:
  - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
  - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
  - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
  - 4. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
  - 5. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

#### 1.2 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
  
- B. Underground: Provide thin-wall nonmetallic conduit (schedule 40 PVC) with rigid long-sweep 90-degree elbows unless specifically noted otherwise. Provide cast metal boxes or nonmetallic handhole.
  
- C. Outdoor Locations, Above Grade: Provide galvanized rigid steel or aluminum conduit. Provide cast metal or nonmetallic outlet, pull, and junction boxes.
  
- D. Interior Wet and Damp Locations: Provide galvanized rigid steel or aluminum conduit. Provide cast metal outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.

#### 1.3 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch (19 mm) unless otherwise specified.
  - 1. Record actual locations and mounting heights of outlet, pull, and junction boxes.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Division 01 Specifications - Product Requirements: Product storage and handling requirements.
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- C. Protect PVC conduit from sunlight.

#### 1.5 COORDINATION

- A. Division 01 Specifications - Administrative Requirements: Coordination and project conditions.
- B. Coordinate installation of outlet boxes for equipment connected under Section 26 05 03.
- C. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers listed below are basis of design or can provide products equal to basis of design.
  - 1. Carlon Electrical Products.
  - 2. Hubbell Wiring Devices.
  - 3. Thomas & Betts Corp.
  - 4. Walker Systems Inc.
  - 5. The Wiremold Co.
  - 6. Substitutions: Division 01 Specifications - Product Requirements.

#### 2.2 METAL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Rigid Aluminum Conduit: ANSI C80.5.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

### 2.3 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked aluminum construction with PVC jacket.
- B. Fittings: NEMA FB 1.

### 2.4 NONMETALLIC CONDUIT

- A. Product Description: NEMA TC 2; Schedule 40 PVC.
- B. Fittings and Conduit Bodies: NEMA TC 3.

### 2.5 WIREWAY

- A. Product Description: General purpose for interior locations, and Raintight type for exterior locations wireway.
- B. Cover: Hinged cover with full gaskets.
- C. Finish: Rust inhibiting primer coating with gray enamel finish.

### 2.6 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch (13 mm) male fixture studs where required.
  - 2. Concrete Ceiling Boxes: Concrete type.
- B. Cast Boxes: NEMA FB 1, Type FD. Furnish gasketed cover by box manufacturer.
- C. Wall Plates for Finished Areas: As specified in Section 26 27 26.
- D. Wall Plates for Unfinished Areas: Furnish gasketed cover.

### 2.7 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 27 16.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
  - 1. Material: Galvanized cast iron.
  - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless-steel cover screws.



- D. Fiberglass Concrete composite Handholes: Die-molded, glass-fiber concrete composite hand holes:
  - 1. Cable Entrance: Pre-cut 6 inch x 6 inch (150 mm x 150 mm) cable entrance at center bottom of each side.
  - 2. Cover: Glass-fiber concrete composite, weatherproof cover with nonskid finish.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Division 01 Specifications - Administrative Requirements: Coordination and project conditions.
- B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

#### 3.2 INSTALLATION

- A. Ground and bond raceway and boxes in accordance with Section 26 05 26.
- B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.
- C. Identify raceway and boxes in accordance with Section 26 05 53.
- D. Arrange raceway and boxes to maintain headroom and present neat appearance.
- E. Do not install raceways or boxes within 1-1/2" of roof decking to prevent damage from roof installation or repair.

#### 3.3 INSTALLATION - RACEWAY

- A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- B. Arrange raceway supports to prevent misalignment during wiring installation.
- C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29; provide space on each for 25 percent additional raceways.
- E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports.

- F. Do not attach raceway to ceiling support wires or other piping systems.
- G. Construct wireway supports from steel channel specified in Section 26 05 29.
- H. Route exposed raceway parallel and perpendicular to walls.
- I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.
- J. Route conduit in and under slab from point-to-point.
- K. Maximum Size Conduit in Slab Above Grade: 3/4 inch (19 mm). Do not cross conduits in slab.
- L. Maintain clearance between raceway and piping for maintenance purposes.
- M. Maintain 12-inch (300 mm) clearance between raceway and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- N. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- O. Bring conduit to shoulder of fittings; fasten securely.
- P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
- Q. Install conduit hubs or sealing locknuts to fasten conduit to cast boxes.
- R. Install no more than equivalent of three 90-degree bends between boxes for power systems. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2-inch (50 mm) size.
- S. Install no more than equivalent of two 90-degree bends between boxes for communications systems. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2-inch (50 mm) size.
- T. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
- U. Install fittings to accommodate expansion and deflection where raceway crosses seismic, control and expansion joints.
- V. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
- W. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

- X. Close ends and unused openings in wireways, junction boxes, and pull boxes.

#### 3.4 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.
- B. Adjust box location up to 10 feet (3 m) prior to rough-in to accommodate intended purpose.
- C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
- F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches (150 mm) separation. Install with minimum 24 inches (600 mm) separation in acoustic rated walls.
- H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- I. Install stamped steel bridges to fasten flush mounting outlet box between studs.
- J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- K. Install adjustable steel channel fasteners for hung ceiling outlet box.
- L. Do not fasten boxes to ceiling support wires or other piping systems.
- M. Support boxes independently of conduit.
- N. Install gang box where more than one device is mounted together. Do not use sectional box.
- O. Install gang box with plaster ring for single device outlets.
- P. Do not install junction boxes or pull boxes at locations that can be accessed through existing ceiling with a standard ladder. Maximum height of junction boxes above

accessible ceiling or through an access panel in a non-accessible is 4' above top of ceiling frame.

### 3.5 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with Section 07 84 00.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installer.
- C. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.
- D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

### 3.6 ADJUSTING

- A. Division 01 Specifications - Execution and Closeout Requirements: Testing, adjusting, and balancing.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused openings in boxes.

### 3.7 CLEANING

- A. Division 01 Specifications - Execution and Closeout Requirements: Final cleaning.
- B. Clean interior of boxes to remove dust, debris, and other material.
- C. Clean exposed surfaces and restore finish.

END OF SECTION 26 0533

## SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Nameplates.
  - 2. Labels.
  - 3. Wire markers.
  - 4. Underground Warning Tape.
  - 5. Lockout Devices.

#### 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Division 01 Specifications - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept identification products on site in original containers. Inspect for damage.
- C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

#### 1.3 ENVIRONMENTAL REQUIREMENTS

- A. Division 01 Specifications - Product Requirements: Environmental conditions affecting products on site.
- B. Install nameplates and labels only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

### PART 2 PRODUCTS

#### 2.1 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved letters on contrasting background color. See specification sections for specific equipment for nameplate color schemes. If no color scheme is specified for specific equipment, provide black letters on a white background.
- B. Letter Size:
  - 1. 1/8 inch (3 mm) high letters for identifying individual equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch (3 mm).

## 2.2 LABELS

- A. Labels: Embossed adhesive tape, with 3/16 inch (5 mm) white letters on black background.

## 2.3 WIRE MARKERS

- A. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one-piece, self-locking.
  1. Width: 3/16 inch (5 mm).
  2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
  3. UL 94 Flame Rating: 94V-0.
  4. Temperature Range: -50 deg F to +284 deg F (-46 deg C to +140 deg C).
- B. Legend:
  1. Power and Lighting Circuits: Branch circuit or feeder number.
  2. Control Circuits: Control wire number as indicated on shop drawings.

## 2.4 UNDERGROUND WARNING TAPE

- A. Description: 4 inch (100 mm) wide plastic tape, detectable type, colored yellow with suitable warning legend describing buried electrical lines.

## 2.5 LOCKOUT DEVICES

- A. Lockout Hasps:
  1. Reinforced nylon hasp with erasable label surface; size minimum 7-1/4 x 3 inches (184 x 75 mm).

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

### 3.2 INSTALLATION

- A. Install identifying devices after completion of painting.
- B. Nameplate Installation:
  1. Install nameplate parallel to equipment lines.
  2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
  3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.

4. Secure nameplate to equipment front using screws, or adhesive.
  5. Install nameplates for the following:
    - a. Panelboards.
    - b. Disconnect Switches.
- C. Label Installation:
1. Install label parallel to equipment lines.
  2. Install label for identification of individual control device stations.
  3. Install labels for permanent adhesion and seal with clear lacquer.
- D. Wire Marker Installation:
1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
  2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
  3. Install labels at data outlets identifying patch panel and port designation.
- E. Underground Warning Tape Installation:
1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches (150 to 200 mm) below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION 26 0553

## SECTION 26 2416 - PANELBOARDS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Related Sections:
  - 1. Section 26 0526 - Grounding and Bonding for Electrical Systems.
  - 2. Section 26 0553 - Identification for Electrical Systems.

#### 1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
  - 1. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
- B. National Electrical Manufacturers Association:
  - 1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
  - 2. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
  - 3. NEMA PB 1 - Panelboards.
  - 4. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.
- C. International Electrical Testing Association:
  - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- D. National Fire Protection Association:
  - 1. NFPA 70 - National Electrical Code.
- E. Underwriters Laboratories Inc.:
  - 1. UL 67 - Safety for Panelboards.

#### 1.3 SUBMITTALS

- A. Division 01 Specifications - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Include all the following information:
  - 1. Indicate outline and support point dimensions.
  - 2. Product data
  - 3. Enclosure type
  - 4. Circuit directory



5. Bussing Diagrams
6. Integrated short circuit ampere rating.
7. Electrical Room Layout Drawings and Elevations
8. Device Nameplate Data

C. Product Data: Submit catalog data showing specified features of standard products.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Division 01 Specifications - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.
- C. Operation and Maintenance Data: Submit spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

#### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

#### 1.6 MAINTENANCE MATERIALS

- A. Division 01 Specifications - Execution and Closeout Requirements: Requirements for maintenance products.
- B. Furnish two of each panelboard key.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
  1. ABB / GE Electric
  2. Square D
  3. Eaton
  4. Siemens

#### 2.2 DISTRIBUTION PANELBOARDS

- A. Product Description: NEMA PB 1, circuit breaker type panelboard.

- B. Panelboard Bus: Copper current carrying components, ratings as indicated on Drawings. Furnish copper and neutral ground bus in each panelboard.
- C. See circuit breaker section below for information on types of circuits required.
- D. Enclosure: NEMA PB 1
  - 1. Indoor Locations - Type 1, unless noted otherwise below.
- E. Cabinet Front: Door-in-door type, fastened with concealed trim clamps, hinged door with flush lock all keyed alike, metal directory frame, finished in manufacturer's standard gray enamel.
- F. All panelboards shall be hinged "door in door" type with:
  - 1. Interior hinged door with hand operated latch or latches as required to provide access to circuit breaker operating handles only, not to energized parts.
  - 2. Outer hinged door shall be securely mounted to the panelboard box with factory bolts, screws, clips, or other fasteners requiring a tool for entry, hand operated latches are not acceptable.
  - 3. Both inner and outer doors shall open left to right.
- G. All panelboards shall have bolt-on style breakers.
- H. Provisions for future breakers shall be fully bussed complete with all necessary mounting hardware.

### 2.3 BRANCH CIRCUIT PANELBOARDS

- A. Product Description: NEMA PB1, circuit breaker type, lighting, and appliance branch circuit panelboard.
- B. Panelboard Bus: Copper current carrying components, ratings as indicated on Drawings. Furnish copper ground and neutral bus in each panelboard.
- C. See circuit breaker section below for information on types of circuits required.
- D. Enclosure: NEMA PB 1
  - 1. Outdoor Locations – Type 3R.
- E. Cabinet Box: 6 inches (153 mm) deep, 20 inches (508 mm) wide.
- F. Cabinet Front: Door-in-door type, fastened with concealed trim clamps, hinged door with flush lock all keyed alike, metal directory frame, finished in manufacturer's standard gray enamel.
- G. All panelboards shall be hinged "door in door" type with:

1. Interior hinged door with hand operated latch or latches as required to provide access to circuit breaker operating handles only, not to energized parts.
  2. Outer hinged door shall be securely mounted to the panelboard box with factory bolts, screws, clips or other fasteners requiring a tool for entry, hand operated latches are not acceptable.
  3. Both inner and outer doors shall open left to right.
- H. All panelboards shall have bolt-on style breakers.
- I. Provisions for future breakers shall be fully bussed complete with all necessary mounting hardware.

## 2.4 CIRCUIT BREAKERS

- A. For Circuit breakers rated over 200 amps: Provide adjustable trip molded case, solid state adjustable trip type circuit breakers.
1. Ground-Fault Equipment Protection (GFEP) Circuit Breakers (where scheduled): Class B ground-fault protection (30-mA trip).
  2. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
  3. Shunt-trip: 120-volt trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
  4. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage time delay.
  5. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts. "a" contacts mimic circuit breaker contacts and "b" contacts operate in reverse of circuit breaker contacts.
  6. Trip units shall have field adjustable tripping characteristics as follows:
    - a. Ampere Setting (Continuous)
    - b. Long time band.
    - c. Short time trip point.
    - d. Short time delay.
    - e. Instantaneous trip point.
- B. For all circuit breakers 200 amps and smaller: Provide Molded Case Thermal Magnetic Trip Type Circuit Breakers.
1. Type SWD for lighting circuits.
  2. Class A ground fault interrupter circuit breakers where scheduled.
  3. Do not use tandem circuit breakers.
  4. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Comply with UL 1699; 120/240 volt, single-pole configuration for all residential applications.
  5. GFCI Circuit breakers: Single and two-pole configurations with Class A ground-fault protection (6-mA trip).

- C. Circuit breakers serving elevators shall have adjustable long-time setting and shall be provided with a shunt trip coil rated for 120-volt operation. Breaker shall also have a set of Form C contacts. Connect shunt trip coil to operate as indicated on the drawings.
- D. Key Interlock Kit: Externally mounted to prohibit circuit breaker operation. Key shall be removable only when circuit breaker is in off position.

## 2.5 SHORT CIRCUIT CURRENT RATING

- A. Devices which achieve the level of fault protection indicated by means of "series" or "integrated" rating shall be acceptable unless specifically indicated on the drawings. All panelboards shall be fully rated.
- B. For existing equipment, provide circuit breakers with short circuit current ratings that match ratings indicated on panel, if no markings indicate panelboard rating, then provide ratings that match highest rated circuit breaker in panelboard.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1.
- B. Install panelboards plumb.
- C. Install recessed panelboards flush with wall finishes.
- D. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no more than 4 inches (100 mm) above floor.
- E. Install filler plates for unused spaces in panelboards.
- F. Install spare conduits out of each recessed panelboard to accessible location above ceiling. Minimum spare conduits: 5 empty 1 inch (DN27). Identify each as SPARE.
- G. Ground and bond panelboard enclosure according to Section 26 05 26. Connect equipment ground bars of panels in accordance with NFPA 70.
- H. Provide a circuit breaker locking device for all circuit breakers that serve fire alarm system panels and power supplies. These circuit breakers shall be locked in the "closed" position. Identify these circuit breakers with a red marking.

### 3.2 FIELD QUALITY CONTROL

- A. Division 01 Specifications - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.
- D. Perform controller inspections and tests listed in NETA ATS, Section 7.16.1.

### 3.3 ADJUSTING

- A. Division 01 Specifications - Execution and Closeout Requirements: Requirements for starting and adjusting.
- B. Measure steady state load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.
- C. Touch-up scratched or marred surfaces to match original finish.
- D. Clean all debris from panel interiors.

### 3.4 LABELING

- A. Install engraved plastic nameplates in accordance with Section 26 05 53.
- B. Provide nameplates on all new electrical panelboards. Indicate the following information on the nameplate:
  - 1. Panel Name
  - 2. Panel fed from
  - 3. Voltage, Phase, Wire, Short Circuit Current Rating
  - 4. Date Installed
- C. Use the following color coding for panelboard nameplates:
  - 1. Normal Power: White with Black Letters.
- D. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads.
- E. Identify load served and location by room names assigned by user, not by room numbers on floor plans. Note spares and spaces as such. Spare circuit breakers shall be left in the open position.

- F. Provide ARC flash identification per NFPA 70E. ARC Flash levels shall be provided per the ARC Flash study provided by the contractor.

### 3.5 CLEARANCE AND WORKSPACE

- A. Maintain workspace and clearances as required by the NEC for voltages encountered. No pipes or ducts shall pass above the outline of the panelboard. It shall be the responsibility of this Contractor to make sure that other trades do not encroach on this space.

END OF SECTION 26 2416

## SECTION 26 2726 - WIRING DEVICES

### PART 1 GENERAL

#### 1.1 REFERENCES

- A. National Electrical Manufacturers Association:
  - 1. NEMA WD 1 - General Requirements for Wiring Devices.
  - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

#### 1.2 SUBMITTALS

- A. Division 01 Specifications - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit manufacturer's catalog information showing dimensions, colors, and configurations.

#### 1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
  - 1. Arrow Hart
  - 2. Eagle
  - 3. Hubbell
  - 4. Leviton
  - 5. Legrand
  - 6. Lutron

#### 2.2 RECEPTACLES

- A. Product Description: Tamper-Resistant, NEMA WD 1, UL498 Commercial Specification Grade receptacle. Receptacle shall have back and side wire options.
- B. Configuration: NEMA WD 6, type as specified.

- C. GFCI Receptacle (2015 UL 943): Duplex receptacle with integral self-test ground fault circuit interrupter to meet regulatory requirements. Feed through GFCI devices shall not be used. Self-test system conducts an automatic test every 15 minutes minimum. If device fails the self-test, visual and audible indicators provide an alert and power to unit is disconnected. Feed through GFCI devices shall not be used.
  - 1. Where installed in wet locations, the device shall be listed weather resistant type.
  - 2. Where indicated on plans, provide blank (no outlets) GFCI receptacles.
- D. All Receptacle types shall be NEMA 5-20 unless specifically noted otherwise.
- E. Device Body: PVC back body with Nylon Face. Color as selected by architect.
- F. Special Purpose Receptacles: Provide heavy-duty type as indicated on the drawings.

### 2.3 WALL PLATES

- A. Weatherproof Cover Plate: All devices installed outdoor and indoor devices specifically indicated, shall be provided with weatherproof covers. Covers shall be metallic and of the type that maintain weatherproof integrity when in-use and not in-use, as required by the NEC.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Division 01 Specifications - Administrative Requirements: Coordination and project conditions.
- B. Verify outlet boxes are installed at proper height.
- C. Verify wall openings are neatly cut and completely covered by wall plates.
- D. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

### 3.2 PREPARATION

- A. Clean debris from outlet boxes.

### 3.3 INSTALLATION

- A. Install devices plumb and level.
- B. Install switches with OFF position down.



- C. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- D. Do not share neutral conductor on load side of dimmers.
- E. Install receptacles with grounding pole on top.
- F. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.
- G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- H. Connect wiring devices by wrapping solid conductor around screw terminal. Install stranded conductor for branch circuits 10 AWG and smaller. When stranded conductors are used in lieu of solid, use crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under device screws.
- I. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

#### 3.4 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate locations of outlet boxes provided under Section 26 05 33 and as indicated on drawings.
- B. Coordinate installation of wiring devices with underfloor raceway service fittings provided under Section 26 05 39.
- C. Coordinate installation of wiring devices with floor box service fittings provided under Section 26 05 34.

#### 3.5 FIELD QUALITY CONTROL

- A. Division 01 Specifications - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect each wiring device for defects.
- C. Verify each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING AND CLEANING

- A. Division 01 Specifications - Execution and Closeout Requirements: Testing, adjusting, and balancing. And Final Cleaning.
- B. Adjust devices and wall plates to be flush and level.
- C. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION 26 2726

## SECTION 26 2813 - FUSES

### PART 1 GENERAL

#### 1.1 REFERENCES

- A. National Electrical Manufacturers Association:
  - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.

#### 1.2 FUSE PERFORMANCE REQUIREMENTS

- A. Motor Branch Circuits: Class RK5.
- B. Lighting Branch Circuits: Class G.

#### 1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

#### 1.4 MAINTENANCE MATERIALS

- A. Division 01 Specifications - Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Furnish one fuse pullers for each size fuse installed.

#### 1.5 EXTRA MATERIALS

- A. Furnish three spare fuses of each Class, size, and rating installed.

### PART 2 PRODUCTS

#### 2.1 FUSES

- A. Manufacturers:
  - 1. Cooper Bussmann.
  - 2. Ferraz Shawmut.
  - 3. Littelfuse.
  - 4. Substitutions: Division 01 Specifications - Product Requirements.
- B. Dimensions and Performance: NEMA FU 1, Class as specified or as indicated.
- C. Voltage: Rating suitable for circuit phase-to-phase voltage.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install fuse with label oriented so manufacturer, type, and size are easily read.

END OF SECTION 26 2813

## SECTION 26 2819 - ENCLOSED SWITCHES

### PART 1 GENERAL

#### 1.1 REFERENCES

- A. National Electrical Manufacturers Association:
  - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.
  - 2. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
- B. International Electrical Testing Association:
  - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

#### 1.2 SUBMITTALS

- A. Division 01 Specifications - Submittal Procedures: Submittal procedures.
- B. Product Data:
  - 1. Switch ratings (Voltage, Amperage, Poles, SSCR)
  - 2. Enclosure type and dimensions.
  - 3. Control Wiring Diagrams

#### 1.3 CLOSEOUT SUBMITTALS

- A. Division 01 Specifications - Execution and Closeout Requirements: Closeout procedures.
- B. Project Record Documents: Record actual locations of enclosed switches and ratings of installed fuses.

#### 1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
  - 1. ABB / General Electric
  - 2. Square D
  - 3. Eaton

4. Siemens

2.2 FUSIBLE SWITCH ASSEMBLIES

- A. Product Description: NEMA KS 1, Type GD with externally operable handle interlocked to prevent opening front cover with switch in ON position, enclosed load interrupter knife switch. Handle lockable in OFF position.
- B. Fuse clips: Designed to accommodate NEMA FU 1, Class fuses as defined for application in Section 26 28 13.
- C. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel.
  - 1. Interior Dry Locations: Type 1.
  - 2. Exterior Locations: Type 3R.
- D. Service Entrance: Switches identified for use as service equipment are to be labeled for this application. Furnish solid neutral assembly and equipment ground bar.
- E. Furnish switches with entirely copper current carrying parts.

2.3 SWITCH RATINGS

- A. Switch Rating: Horsepower rated for AC or DC as indicated on Drawings.
- B. Short Circuit Current Rating: UL listed for 200,000 rms symmetrical amperes when used with or protected by Class R or Class J fuses (15-600 ampere switches employing appropriate fuse rejection schemes) or protected by Class L fuses (800-1200 ampere).

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install enclosed switches plumb. Provide supports in accordance with Section 26 05 29.
- B. Height: 5 feet (1500 mm) to operating handle.
- C. Install fuses for fusible disconnect switches. Refer to Section 26 28 13 for product requirements.

3.2 LABELING

- A. Install engraved plastic nameplates in accordance with Section 26 05 53. Nameplates on all switch enclosures wherein circuits are modified or installed shall indicate the following:
  - 1. Equipment Switch Serves. Date Installed.
  - 2. Panel and Circuit Switch is served from.

3. Voltage, Phase, Wire, Short Circuit Current Rating
    - B. Use the following color coding for switch nameplates:
      1. Normal Power: White with Black Letters.
    - C. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.
- 3.3 FIELD QUALITY CONTROL
- A. Division 01 Specifications - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
  - B. Inspect and test in accordance with NETA ATS, except Section 4. Perform inspections and tests listed in NETA ATS, Section 7.5.

END OF SECTION 26 2819

SECTION 26 4300 – SURGE PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
  - 1. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
  - 2. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
  - 3. IEEE C62.45 - Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits.
  
- B. National Fire Protection Association:
  - 1. NFPA 70 - National Electrical Code.
  - 2. NFPA 780 - Standard for the Installation of Lightning Protection Systems.
  
- C. Underwriters Laboratories Inc.:
  - 1. UL 1283 - Electromagnetic Interference Filters.
  - 2. UL 1449 Third Edition - Surge Protective Devices.

1.2 SUBMITTALS

- A. Division 01 Specifications - Submittal Procedures: Requirements for submittals.
  
- B. Product Data: Submit the following:
  - 1. Unit Dimensions and Weights
  - 2. Wiring configuration.
  - 3. Warranty Statement
  - 4. Current Ratings
  - 5. Clamping Voltages
  - 6. Response Time
  
- C. Test Reports:
  - 1. Indicate Let-Through voltage test data.
  - 2. Submit spectrum analysis of each unit.
  - 3. Submit test reports from nationally recognized independent testing laboratory verifying suppressors can survive published surge current rating.
  
- D. Manufacturer's Installation Instructions: Submit installation instructions and connection requirements.
  
- E. Manufacturer's Certificate: Certify transient voltage surge suppression device complies with UL 1449 Third Edition Surge Voltage Ratings.



### 1.3 QUALITY ASSURANCE

- A. Reference Standard: Comply with the latest edition of the applicable provisions and recommendations of the following, except as otherwise stated in this document:
1. UL 1449 3rd Edition 2009 Revision
  2. UL 1283.
  3. ANSI/IEEE C62.41, Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.
  4. ANSI/IEEE C62.45, Guide for Surge Testing for equipment connected to Low-Voltage AC Power Circuits.
  5. IEEE 1100 Emerald Book.
  6. National Fire Protective Association (NFPA 70: National Electrical Code).

### 1.4 WARRANTY

- A. Provide a 5-year product warranty.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
1. Emerson / APT
  2. Current Technologies
  3. Thor
  4. Ditek

### 2.2 ELECTRICAL REQUIREMENTS

- A. Declared Maximum Continuous Operating Voltage (MCOV) shall be greater than 115 percent of the nominal system operating voltage and in compliance with test and evaluation procedures outlined in the nominal discharge surge current test of UL1449 3<sup>rd</sup> Edition, section 37.7. MCOV values claimed based on the component's value or on the 30-minute 115% operational voltage test, section 38 in UL1449 will not be accepted.
- B. Unit shall have not more than 10% deterioration or degradation of the UL1449 3<sup>rd</sup> Edition Voltage Protective Rating (VPR) due to repeated surges. Unit shall have a monitoring option available to be able to test and determine the percentage of protective available at all times.
- C. Protection Modes: SVR(6kV, 500A) and UL1449 3<sup>rd</sup> Edition VPR(6kV, 3kA) for grounded WYE/delta and High Leg Delta circuits with voltages of (480Y/277), (208Y/120), (600Y/347) 3-Phase/4 wire and (120/240) Split phase/3 wire circuits shall be as follows and comply with test procedures outlined in UL1449 3<sup>rd</sup> Edition section 37.6

System Voltage	Mode	MCOV	B3 Ringwave	C3 Comb. Wave	UL 1449 Second Edition SVR Rating	UL 1449 Third Edition VPR Rating
120/240	L-N	150	325/375	650/775	400/400	700/700
120/208	L-G	150	400/450	650/825	500/500	700/700
	N-G	150	350/350	500/500	500/500	900/900
	L-L	300	400/500	950/1250	700/700	900/900
277/480	L-N	320	550/600	1125/1225	900/900	1000/1000
	L-G	320	850/875	1075/1225	1000/1000	1200/1200
	N-G	320	700/700	900/900	800/800	1200/1200
	L-L	550	650/750	1950/2200	1500/1500	1800/1800

- D. Electrical Noise Filter- each unit shall include a high-performance EMI/RFI noise rejection filter. Noise attenuation for electric noise shall be as follows using the MIL-STD-220B insertion loss test method.
  - 1. 100 kHz at 44 db or better.
  - 2. All other frequencies should be 32 db or better.
- E. Each fuse shall be individually sealed in a manner that eliminates the potential for cross arcing.
- F. Each unit shall provide the following features:
  - 1. Phase Indicator lights, Form C dry contacts, surge counter and audible alarm.
  - 2. Field testable while installed.
  - 3. Measuring capability to indicate the percent protective available in SPD.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Provide SPD unit for renovated main electrical service at existing fountain.
- B. Each unit shall be installed according to the Manufacturer’s recommended installation and wiring practices.
- C. The UL 1449 Voltage Protective Rating (VPR) shall be permanently affixed to the SPD unit.
- D. The UL 1449 Nominal Discharge Surge Current Rating shall be a minimum of 20kA.
- E. Surge Current Rating of device shall be as noted on drawings.
- F. The SCCR rating of the SPD shall be 200kAIC without requiring an upstream protective device for safe operation.

- G. Locate SPDs and associated circuit breakers in panelboard or switchboard so as to minimize conductor lengths and bends.
  - 1. Conductors between SPD and circuit breaker shall be no more than 24” in length.
  - 2. There shall be no sharp bends or kinks in conductors.
  - 3. Conductors shall be continuous from device to breaker.
  - 4. Do not bundle or tie-wrap conductors together.
  - 5. If conductors must exceed 24” in length or contain multiple bends due to location constraints, the contractor shall provide manufacturer’s specialty cable for excessive lengths at no additional cost.
  
- H. The SPD manufacturer’s technician shall perform a system checkout and start-up in the field to assure proper installation, operation and to initiate the warranty of the system. The technician will be required to do the following:
  - 1. Verify voltage clamping levels using the DTS-2 test equipment.
  - 2. Verify N-G connection when applicable.
  - 3. Record information to product signature card for each product installed.

END OF SECTION 26 4300

## SECTION 26 5600 - EXTERIOR LIGHTING

### PART 1 GENERAL

#### 1.1 REFERENCES

- A. Illuminating Engineering Society (IES)
  - 1. LM-79 - Approved Method: electrical and Photometric Testing of Solid-State Lighting Devices.
  - 2. LM-80 - Approved Method: Measuring Lumen Depreciation of LED Light Sources.
  - 3. TM-21 - Projecting Long Term Lumen Maintenance of LED Light Sources.
- B. National Electrical Manufacturers Association (NEMA)
  - 1. ANSI/NEMA/ANSI C78.377 - American National Standard for the Chromaticity of Solid-State Lighting Products
  - 2. SSL-1 - Electronic Drivers for LED Devices, Arrays, or Systems.

#### 1.2 SUBMITTALS

- A. Reference Division 01 Specifications - Submittal Procedures: Submittal procedures and Specification 260500 – Common Work Results for Electrical: Submittal Requirements.
- B. Shop Drawings: Indicate dimensions and components for each luminaire.
- C. Product Data: Submit dimensions, ratings, and performance data.
- D. Submittal Data for LED Fixtures shall be based on specified "basis-of-design" fixture and shall include the following:
  - 1. Wattage
  - 2. Color Temperature
  - 3. CRI
  - 4. Distribution Pattern
  - 5. Total Lumen Output for Fixture Assembly based on the data above.
  - 6. Submit US DOE LED Lighting Facts label, or other 3<sup>rd</sup> party testing reports that include the information above.

#### 1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

## PART 2 PRODUCTS

### 2.1 LUMINARIES

- A. See Lighting fixture schedule on plans for information on luminaires.
  - 1. Basis-of-Design Product: The design for each lighting fixture is based on the product named from the first manufacturer listed in the schedule. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified, or a prior approved manufacturer.
  - 2. A prior approved manufacturer does not specifically approve a fixture. It only indicates that the manufacturer can provide a fixture equal to the specified.
  - 3. Substitutions: Section 01 60 00 - Product Requirements.
- B. Product Description: Provide complete exterior luminaire assemblies, with features, options, and accessories as required to provide a complete working system mounted as described in contract documents.

### 2.2 LED LUMINAIRES

- A. LED light fixtures shall be in accordance with IES, NFPA, UL standards as shown on the drawings and as specified.
- B. All electrical components shall be RoHS compliant.
- C. LED fixtures shall be complete assemblies. Fixtures designed around a different lamp source with an LED type replacement lamp shall not be accepted.
- D. LED modules shall include the following features unless otherwise indicated:
  - 1. Comply with LM-79 and LM-80 requirements.
  - 2. Minimum CRI of 80 unless otherwise specified in the Lighting Fixture Schedule.
  - 3. Color Temperatures for each fixture shall be enclosed inside a 3-step MacAdam ellipse.
  - 4. Minimum Rated Life: 50,000 hours per IES L70.
  - 5. Total Fixture Light Output in lumens shall be no less than 95% of Lumens listed in Lighting Fixture Schedule.
  - 6. Total Fixture Efficacy in Lumens / Watt shall be no less than 95% of "Basis-of-Design" fixture.
- E. LED drivers, modules, and reflectors shall be accessible for servicing and replacement.

### 2.3 LED DRIVERS

- A. LED drivers shall include the following features unless otherwise indicated:
  - 1. Minimum efficiency: 85% at full load.
  - 2. Minimum operating Ambient Temperature: -20° C (-4° F)

3. Include integral short circuit, open circuit, and overload protection.
4. Power Factor:  $\geq 0.95$ .
5. Total Harmonic Distortion:  $\leq 20\%$

#### 2.4 METAL POLES AND SUPPORT PIPES

- A. Material: 6061-T6 Structural Grade Aluminum; pole welded for single unit construction.
- B. Finish: Match Luminaire Finish.
- C. Section Shape and Dimensions: 5" round tapered pole, 0.188 wall thickness.
- D. Height: 14'-0" (base to top of pole excluding luminaire).
- E. Base: Standard with 4 anchor bolts and ground lug. Two-piece bases are not acceptable.
- F. Tenon: Single 3" post top.
- G. Accessories:
  1. Access door (handhole) in base with stainless steel allen head screws.
  2. Provide Bussman HEB or equal fuseholder and KTK (480v) / FNB (208v) or equal fuse for each phase conductor in each pole, accessible from handhole.
- H. Foundation: Pole shall be mounted on a concrete foundation with rebar reinforcement. Chamfer edges and fill voids in foundation.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and Project conditions.
- B. Verify foundations are ready to receive fixtures.

#### 3.2 EXISTING WORK

- A. Disconnect and remove abandoned exterior luminaires.
- B. Extend existing exterior luminaire installations using materials and methods compatible with existing installations, or as specified.
- C. Clean and repair existing exterior luminaires to remain or to be reinstalled.

### 3.3 INSTALLATION

- A. Install concrete bases for lighting poles at locations as indicated on Drawings, in accordance with Section 03 30 00.
- B. Install poles plumb. Install double nuts to adjust plumb. Grout around each base.
- C. Install lamps in each luminaire.
- D. Bond and ground luminaries, metal accessories and metal poles in accordance with Section 26 05 26. Install supplementary grounding electrode at each pole.

### 3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Operate each luminaire after installation and connection. Inspect for improper connections and operation.
- C. Measure illumination levels and submit to engineer for review.
  - 1. Take measurements during night sky, without moon or with heavy overcast clouds effectively obscuring moon.

### 3.5 ADJUSTING

- A. Aim and adjust luminaries to provide illumination levels and distribution as directed by engineer in the field.

### 3.6 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Clean photometric control surfaces as recommended by the manufacturer.
- C. Clean finishes and touch up damage.

### 3.7 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished work.
- B. Replace luminaries having failed lamps at Substantial Completion.

END OF SECTION 26 5600

## **SECTION 32 84 00 UNDERGROUND IRRIGATION SYSTEM**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF WORK:**

- A. The work covered by this Section consists of furnishing all labor, equipment and materials and performing all operations necessary for installing an automatic irrigation system as shown on the Drawing and/or described by these Specifications. The work includes: preparation and excavation of trenches, installation of irrigation system (including: plastic pipe, fittings and connectors, sprinkler heads, automatic control valves and valve boxes, drip accessories, electric control cable, wiring to controller and required submittals).

#### **1.2 QUALITY ASSURANCE:**

- A. Subcontract work to a single firm specializing in irrigation systems.
- B. Manufacturer Qualifications. Provide underground sprinkler system as a complete unit produced by a single acceptable manufacturer including heads, valves, piping circuits, controls and accessories.

#### **1.3 SUBMITTALS**

- A. Product Data: Submit three (3) copies (neatly stapled into sets) of manufacturer's catalog cuts, equipment data sheets, or shop drawings for the following products:
  - 1. Sprinkler heads
  - 2. Swing Joints
  - 3. Valves: electric and manual
  - 4. Controller and controller accessories
  - 5. Valve boxes
  - 6. Pipe and pipe fittings
  - 7. Control wire and splice connectors
  - 8. Drip components
  - 9. Solvent, primer and Teflon tape
- B. Submit a written proposal including a breakdown of components to be used in the system and a complete description of the scope of work. Include all information of plumbing and/or electrical permits and fees. Also include with the written proposal:
  - 1. A letter(s) from the manufacturer(s) of all major components of the system (sprinklers, electric valves, controllers, and drip components) that a local authorized service center exists. The name and address of that service center shall be included in the letter. The same letter(s) shall also include the name of the local authorized manufacturer's representative.

### **PART 2 - PRODUCTS**



## 2.1 SPRINKLER SYSTEM:

- A. Manufacturer. Irrigation system products shall be by the following manufacturers:
- Rainbird Sprinkler Mfg. Corp. 1-800-247-3782 [www.rainbird.com](http://www.rainbird.com)
  - Walla Walla Sprinkler Co. 1-509-525-7907 [www.mprotator.com](http://www.mprotator.com)
  - The Toro Company 1-800-664-4740 [www.toro.com](http://www.toro.com)

## 2.2 GRAVEL:

- A. Material for gravel sump shall be pea gravel or approved equal.

## 2.3 PLASTIC PIPE AND FITTINGS:

- A. The plastic pipe shall be rigid unplasticized PVC class 200 or class 160 (SDR 26), unless otherwise noted on drawings, extruded from virgin parent material. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious wrinkles and dents. All plastic pipe shall be manufactured by CertainTeed, Johns-Mansville or approved equal.
- B. All plastic pipe fittings shall be schedule 40 PVC and shall be manufactured by the same manufacturer as the plastic pipe.

## 2.4 SHRUB AND LAWN SPRINKLER HEADS:

- A. All full and part circle sprinklers shall be of the fixed spray variety as is specified on the Drawing. These sprinklers shall be of the pop-up type with spring retraction. The body of the sprinkler shall be constructed of Cicolac Material and the sprinkler shall be easily serviced from the Manufacturer's specifications with regard to the diameter of throw and gallonage at a given pressure. Spacing of heads shall not exceed the manufacturer's maximum recommendation.
- B. Matched precipitation will be required on all full and part circle sprinklers operation on the same zone.

## 2.5 PVC SLEEVING:

- A. Schedule 40 PVC pipe shall be as noted on the drawings. These sleeves are to be used for proposed irrigation lines. Irrigation sub-contractor shall coordinate installation with General Contractor.

## 2.6 AUTOMATIC CONTROL VALVES:

- A. The remote control valve shall be a normally closed 24 volt A.C. 50/60 cycle solenoid type. Valve pressure rating shall not be less than 150 PSI.
- B. The valve body and bonnet shall be constructed of heavy duty glass-filled nylon, diaphragm shall be on nylon reinforced nitrile rubber. Solenoid coil shall be encapsulated in molded epoxy.
- C. The valve body shall be activated by a low power, 2.0 watt 24 volt A.C. solenoid. The solenoid plunger shall have a filter to insure positive valve operation.

- D. The valve shall have a flow control stem with wheel handle for regulation or shutting off the flow of water and a bleed screw for manual operation without electrically energizing the solenoid coil.
- E. The valve construction shall be such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

#### **2.7 VALVE BOXES:**

- A. All control valves shall be installed in a valve box in accordance with manufacturer's specifications.

#### **2.8 CONTROL VALVE CABLE:**

- A. All wiring to be used for connecting the automatic remote control valve to the automatic controllers shall be Type "UF", 14-1 stranded or solid copper, single conduction wire with PVC insulation and bear UL approval for direct underground burial feeder cable. Wire connections to remote control electric valves and splices of wire in the field shall use Pen-Tite wire connectors or approved equal and scaling cement.

#### **2.9 BACKFLOW PREVENTER:**

- A. Install size as indicated on drawings and as per local codes.

#### **2.10 DRIP IRRIGATION ACCESSORIES:**

- A. Filter. Provide filter at valve to each drip zone. Provide screen having equivalent of 140-mesh filtration capacity.
- B. Pressure Regulator. Incorporate regulator into each drip system if supply pressure exceeds 40 PSI.
- C. Closure Caps. Provide in accordance with manufacturer's recommendations.

#### **2.11 AUTOMATIC RAIN SENSOR**

- A. The rain sensor shall be a micro electronic solid-state type, capable of interrupting the power from the irrigation controller to the valves when rainfall exceeds a preselected setting of 1/8" to 3/4". Device shall be made of corrosion resistant plastic casing.

#### **2.12 AUTOMATIC CONTROLLER:**

- A. The controller shall be capable of operating 24 V.A.C. electric remote control valves. The controller shall have an active day light with timing accurate to 1 minute per month. (See plan for more specific information).
- B. The wall mount type controller cabinet shall be of injection molded high impact plastic which shall resist corrosion and provide for an attractive appearance. The door shall be mated with the other cabinet parts and be made of the same material. The controller shall be wall mounted as shown on the irrigation plan. The controller shall have adequate lightning protection.

### **PART 3 - EXECUTION**

#### **3.1 LAYOUT OF LINES:**

- A. The water lines will be laid at the locations shown on the plans. The Landscape Contractor shall stake out the location of each run of pipe and all sprinkler heads or valve locations for approval by Landscape Architect prior to digging trench.
- B. The lawn irrigation system shall be installed so that it will drain at all points.
- C. Install PVC pipe in dry weather when temperature is above 40° F in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperature above 40° F (4° C) before testing unless otherwise recommended by manufacturer.

#### **3.2 EXCAVATION AND BACKFILL:**

- A. Trenches for PVC pipe main lines shall be excavated to sufficient depth of 12" minimum and an unspecified width to permit proper handling and installation of pipe and fittings. Trenches for PVC pipe lateral sprinkler lines shall be excavated to sufficient depth of 12" minimum and an unspecified width to permit proper handling and installation of pipe and fittings.
- B. On sodded areas the Landscape Contractor will remove and replace the sod where possible from the trench area to the necessary width and depth required to facilitate his installation.
- C. The backfill shall be thoroughly compacted and brought to finish grade, with proper allowance for topsoil. Selected dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two inches (2") below normal trench depth to allow for this bedding. The pea gravel fill shall be used in filling the top 4" above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three inches (3"). The top six inches (6") of backfill shall be free of rocks over one inch (1") diameter, subsoil or trash.

#### **3.3 PLASTIC PIPE AND FITTINGS:**

- A. All pipe fittings and valves, etc. shall be installed and joined in accordance with the manufacturer's recommendations. Interior of pipes shall be kept free from dirt and debris and when pipe laying is not in progress, open ends of pipe shall be closed by approved means.
- B. Pipe shall be firmly supported throughout its entire length. Extreme care shall be exercised to prevent low points except at drains so that every section of pipe is placed with positive gravity drainage flow towards a drain valve.
- C. Sharp changes in alignment and grade shall be made with appropriate fittings. All elbows, tees and fittings shall be installed with a reaction block bearing against undisturbed soil to prevent breakage or separation of the joint.

#### **3.4 AUTOMATIC CONTROL VALVES:**

- A. Automatic control valves shall be installed in accordance with the manufacturer's specifications.

#### **3.5 VALVE BOXES:**

- A. Valve boxes shall be installed on a suitable base of gravel for proper foundation box and easy leveling of box to proper grade and also to provide proper drainage of the box. All valve boxes shall be provided with the proper size extensions, wherever required, to bring the valve boxes level with the finished grade.

### **3.6 ELECTRICAL INSTALLATION:**

- A. The Contractor will be required to make connections to the building electrical system as is required for the proper operation of the automatic control system. The entire installation shall fully comply with all local and state laws and ordinances and with all the established codes applicable thereto.
- B. All control circuitry, whether electrical or hydraulic, passing through the wall of the building or beneath a sidewalk, road or drive shall be installed in a suitable sleeve; whereas in all other locations they shall be installed in the pipe trench and protected by the pipe whenever possible.
- C. The joining of all underground wires shall be by the use of wire nuts covered with Scotch Lok per installation instructions provided by manufacturer.

### **3.7 CONTROL VALVE CABLE:**

- A. All control valve cables shall be installed by direct burial at a minimum depth of 12". Where practical the wire shall be installed in same trench as mainline pipe.
- B. Extreme care shall be exercised during backfilling of trench to avoid damage and displacement of mainline pipe.
- C. Control valve cable shall be fed through conduit from inside the building.
- D. Each control valve shall be connected to one station of the controller by a control wire. All of the valves shall be connected to a common ground.

### **3.8 SPRINKLER HEADS:**

- A. Sprinkler heads shall be installed as shown on the drawings and in accordance with manufacturer's specifications. The height of each sprinkler head in relation to the finish grade shall be approved by the Landscape Architect.

### **3.9 INSTALLATION OF DRIP IRRIGATION SYSTEM:**

- A. Install main lines and valves. Before installing emitter laterals, perform pressure test then flush out sand, plastic shaving and other foreign matter.
- B. Emitter Hose. Bury emitter laterals under 3 inches of mulch. Solvent weld each connection in accordance with manufacturer's recommendation to standard weight Schedule 40 PVC fittings and bushings. Install hose in a serpentine manner. When cutting hose, use a shearing tool such as a pipe cutter, knife or shears. Use only manufacturer's recommended tool and procedure when punching hose for emitters.

- C. Emitter Heads. Connect emitter on a rigid PVC nipple to PVC drip lateral with a tee or elbow. Attach tubing to barbed fitting and daylight distribution tubing at rootball secured with stake. Add bug cap at end of secured distribution tubing. If necessary after installing emitters and before operating system, open end of drip lateral and flush lines clean. The number of emitters on a line shall not exceed manufacturer's recommendations for that hose or distribution tubing size and length.

### **3.10 BACKFLOW PREVENTERS: METERS**

- A. Install backflow preventer in new connection between connection and control valves, as per local codes.
- B. Irrigation meter- Contractor shall pay for and install a separate irrigation meter to be utilized for this system. Location as shown on plan.

### **3.11 FLUSHING:**

- A. After all new sprinkler piping and risers are in place and connected for a given section, and all necessary work has been completed and prior to installation of sprinkler heads, all control valves shall be opened and a full head of water shall be flushed through the system to remove any foreign material.

### **3.12 TESTING:**

- A. Tests shall be made on portions of the line as completed. Final testing, however, shall be made on the entire system. Trenches shall be partially backfilled to prevent displacement of pipes.
- B. Pressure test shall be performed to a maximum hydrostatic pressure of 200 PSI based on the elevation of the lowest point in the system and corrected to the elevation of the test gauge. Duration of the pressure test shall be at least one hour.
- C. Leakage test shall be performed after satisfactory completion of the pressure test. The leakage test shall be conducted at a hydrostatic pressure of 130 PSI without showing a leakage in excess 7.5 gallons per hour. Extend the leakage test for a period of time necessary to allow inspection, but in no case shall the duration be less than two hours.
- D. Remove and replace any defective materials of installations discovered in testing and repeat the test until satisfactory to the Landscape Architect. This work shall be performed at the Landscape Contractor's expense.
- E. The tests shall be witnessed by the Landscape Architect.

### **3.13 AS-BUILT DRAWINGS:**

- A. After completion of the piping installation, the Landscape Contractor shall furnish a signed "as-built" drawing and a digital drawing in AutoCad 2007 or later showing exact dimensions, depths and locations of all pipe, drains, controls, heads, etc. of sprinkler system.

**3.14 MAINTENANCE AND OPERATING INSTRUCTIONS:**

- A. Provide four (4) hours of instruction for Owner's Representative's personnel upon completion of check/test/start-up/adjust operations. Owner's Representative shall be notified at least one (1) week in advance of check/test/start-up/adjust operations.
- B. Upon completion of the irrigation system and in conjunction with application for final payment, submit one Maintenance and Operation Manual. Each Manual shall be a 3-ring binder with:
  - 1. One (1) hard copy and one digital drawing in AutoCad 2007 or later of the "RECORD" drawing of the irrigation system, and
  - 2. One (1) complete set of the "APPROVED" Submittals required in paragraph 1.06 above.
  - 3. One (1) copy of the suggested "SYSTEM OPERATING SCHEDULE" which shall call out the controller program required in order to provide 1.0" of water per week to each planted zone area and 1.5" of water per week to each turf zone area.
  - 4. A typewritten description of the procedures to be followed for proper winterization of the entire system.
- C. Contractor shall be responsible for the first year's winterization and subsequent spring start-up procedures and shall perform these operations in the presence of the Owner's Representative's personnel.

**3.15 CLEAN-UP:**

- A. Upon completion of the work and before acceptance and final payment will be made, the Landscape Contractor shall make any necessary repairs, adjustments and corrections to the work as required by the Drawings and Specifications. The Landscape Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures and all other items not incorporated into the work. The site shall be left in a neat and presentable condition. Any damage to roads buildings, walks, vegetation, utilities or any other item of personal property which is the responsibility of the Landscape Contractor, through accident, negligence or normal usage, shall be satisfactorily repaired or replaced as a requirement for completion of this contract.

**3.16 GUARANTEE:**

- A. For a period of one year from date of final acceptance of the work performed under this Contract, the Landscape Contractor shall promptly furnish, without cost to the Owner, any and all parts and labor which prove defective in material, workmanship, or proper functioning of system.

**END OF SECTION 32 84 00**

## **SECTION 32 93 00 - LANDSCAPE WORK**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF WORK:**

- A. Work included: Work under this Section includes installation of all trees, shrubs, ground cover, annuals, sod and related work required for completion of the project as shown on the Drawings and specified herein.
  - 1. Included hereunder are the furnishing of all equipment, materials and labor necessary to furnish and/or install soil treatment, sodding, planting and mulching of trees, shrubs and vines, protection, maintenance, guarantee and replacement of plants and all work related to the above as specified.

#### **1.2 QUALITY ASSURANCE:**

- A. Contract landscape work to a single firm specializing in landscape work.

#### **1.3 SOURCE QUALITY CONTROL:**

- A. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- B. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material.
- C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

### **PART 2 - PRODUCTS**

#### **2.1 TOPSOIL**

- A. Topsoil will be placed (spread) and rough graded by the General Contractor.

Utilize any stockpiled topsoil, cleaned and screened, for re-use in Landscape Work. The contractor shall provide additional topsoil as required to complete Landscape Work. Landscape Contractor will be responsible for fine grading of areas to be planted and sodded. Areas to receive sod and/or plantings shall receive 4" minimum topsoil. Topsoil required shall be furnished as follows:

Obtain topsoil only from naturally well-drained sites having similar soil characteristics to that found at Project Site and where topsoil occurs at a depth of not less than 4". Do not obtain from bogs or marshes.

- 1. Topsoil shall not contain subsoil, debris, lumps or rocks larger than 1" in diameter, or weed seed.

2. Topsoil shall be classified as loam, silt loam, clay loam or any combination thereof. Classifications are as determined by the Bureau of Plant Industry, Soils and Agricultural Engineering USDA Triangular Soil Texture Chart.
3. Topsoil shall contain not less than 3 percent and not more than 10 percent, by weight of organic matter, as determined by weight loss upon ignition of oven-dried samples.

## 2.2 SOIL AMENDMENTS:

- A. The Landscape Contractor shall furnish the Landscape Architect soil analysis and reports as performed by the Agricultural Extension Service or commercial testing laboratory for all area to receive planting. The Landscape Contractor shall incorporate necessary additives in proper quantities as recommended in the soil analysis, or as necessary to bring the soils up to acceptable standards. The Landscape Contractor shall include in his bid and shall pay for all tests required.
- B. Commercial fertilizer shall be complete slow release fertilizer as specified by soil analysis and shall conform to the applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.
- C. Fertilizer Tablets or Packets. Fertilizer planting tablets or packets shall contain prolonged-release nitrogen, derived from Urea-formaldehyde. Tablets or packets shall be at least a strength of 16-8-5. The amount of available nitrogen, phosphorus or potash may be increased slightly to meet the standard manufactured products available. This fertilizer shall conform to the applicable state fertilizer laws and shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis.
- D. Herbicide shall be an approved commercial grade pre-emergent herbicide used in soil preparation. The particular type of herbicide shall be certified safe for the plants specified in the Plant List or for the plants around which the herbicide shall be used.
- E. Lime shall be ground limestone (Dolomite) containing not less than eighty-five (85) percent of total carbonates and shall be ground to a fineness that fifty (50) percent will pass through a 100-mesh sieve and ninety (90) percent will pass through a 20-mesh sieve. Coarser material shall be acceptable provided that specified rates of application are increased proportionally on the basis of quantities passing the 100-mesh sieve.
- F. Compost shall be a domestic product consisting of partially decomposed vegetable matter of natural occurrence. It shall be brown, clean, and low in content of mineral and woody materials, mildly acid and granulated or shredded.
- G. Ammonium nitrate shall be a commercially available agricultural chemical and shall be furnished under the manufacturer's guaranteed statement of analysis giving percentage of active ingredients.
- H. Water. The Owner shall supply, at no expense, an adequate supply of water to meet the needs of this Contract. The contractor shall furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of planted areas as may be required to complete the work as specified.

## 2.3 STAKING:



A. Material for Staking and Guying:

1. Material for staking and guying must be 2 1/2" x 2 1/2" x 8' long solid oak stake.
2. Wire for fastening trees to stakes shall be No. 10 gauge pliable, galvanized iron. All wires to be placed with brightly colored uniform flagging for easy sighting.
3. Hose to encase wire used for fastening trees to stakes shall be new or used two-ply reinforced rubber garden hose, black or green in color. Only one color shall be used throughout the project.

**2.5 MULCH:**

- A. Shredded and double hammered Hardwood Mulch shall be fresh, clean, and free from sticks and debris.
- B. Samples of materials as listed below shall be submitted for inspection, on the site or as otherwise determined by the Landscape Architect. Upon approval of samples by the Landscape Architect, delivery of materials may begin.

MATERIALS	SAMPLE
Shredded and Double Hammered Hardwood Mulch	1 Gallon
Plants	1 of each
Sod	1 Roll

Typical samples shall be furnished from each separate source of supply. Approved samples shall be stored on the site and protected until furnishing of materials is complete. Plant samples may be planted in permanent positions, but labeled as samples.

**2.6 PLANT MATERIALS (See Plant List):**

- A. Nomenclature. The names of plants required under this Contract conform to those given in Standardized Plant Names, 1942 Edition, prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the nursery trade.
- B. Quantities. Provide quantities necessary to complete the planting as shown on the drawings. Contractor must check quantities and differences shall be brought to the attention of the Landscape Architect.
- C. Quality and Size. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, plant diseases and injuries. All plants shall equal or exceed the measurements specified in the Plant List which are minimum acceptable sizes. They shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting. Requirements for the measurement, branching, grading, quality, balling and burlapping of plants in the Plant List generally follow or exceed the

Code of Standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock.

- D. Substitutions will be permitted after Award of Contract only upon submission of proof in writing that a plant is not obtainable and authorization by the Landscape Architect for use of the nearest equivalent obtainable size or variety of plant having the same essential characteristics. Should this substitution result in the use of a smaller or less valuable plant, a change order will be issued with an equitable adjustment in contract price.
- E. Type of Protection to Roots:
1. Balled and Burlapped Plants. Plants shall be balled and burlapped unless otherwise noted on the Drawings. They shall be dug with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant and of minimum sizes shown on the Plant List. Balls shall be firmly wrapped with untreated burlap or similar material and bound with twine, cord or wire mesh. Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform.
  2. Container-grown plants designated in the Plant List shall have been grown in a container such as pots, cans, tubs or boxes and have sufficient roots to hold earth together intact after removal without being root bound. Container size shall be in proportion to plant size and in accordance with AAN Standards. The Landscape Architect shall have the option to reject container-grown material if the growing media is too porous to hold adequate water for the plant's survival without watering more than once a week.
- F. Protection after Delivery. The balls of plants which cannot be planted immediately upon delivery shall be covered with moist soil or mulch or provided with other protection from drying winds and sun. All plants shall be watered as necessary until planted.

### **PART 3 - EXECUTION**

#### **3.1 PLANTING METHODS:**

- A. Time of Planting.** Planting operations shall be conducted under favorable weather conditions preferably during the period from October 1 to April 1. The Landscape Contractor has the option and assumes full responsibility for planting during unseasonable conditions. Trees should be dug and heeled in or in container and placed in a well watered holding area provided by the nursery or Landscape Contractor until the time of planting. Landscape Contractor to be responsible for the welfare of the tree until project is completed, when the owner will assume responsibility.
- B. Plants to Remain.** The Landscape Contractor shall take all necessary precautions to preserve and protect all existing plants that are to remain on the site. This shall include, but is not limited to, hand excavation of planting pits in close proximity to existing shrubs or within the spread of branches of larger trees, watering of existing materials adjacent to plant pits, trimming or pruning to permit installation of new plants or to repair damaged existing plants.
- C. Obstructions Below Ground or Overhead:**
1. It is not contemplated that planting shall be done where the depth of soil over underground construction, obstructions or rock, is insufficient to accommodate the roots or where pockets

- in rock or impervious soil will require drainage. Where such conditions are encountered in excavation of planting areas and where the stone, boulders or other obstructions cannot be broken and removed by hand methods in the course of digging plant pits of the usual size and where trees to be planted are found to be under overhead wires, other locations for the planting may be designated by the Landscape Architect.
2. Removal of rock or other underground obstruction, relocation of construction and provisions of drainage for planting areas shall be done only as directed by the Landscape Architect.
  3. Should the Landscape Contractor encounter unsatisfactory surface or subsurface drainage conditions, soil depth, latent soils, hard pan, steam or other utility lines or any other conditions that will jeopardize the health and vigor of the plantings, he must advise the Landscape Architect in writing of the conditions prior to installing the plants. Otherwise, the Landscape Contractor warrants that the planting areas are suitable for proper growth and development of the plants to be installed.

**D. New Plantings:**

1. Layout. New planting shall be located where shown on the Drawings except where obstructions below ground or overhead are encountered or where changes have been made in the construction. Necessary adjustments shall be made only after approval by the Landscape Architect. No planting, with the exception of ground cover, espalier plants and hedge, shall be placed closer than 2' to pavement or structures. The Landscape Contractor shall be responsible for staking and layout of plantings on this project. The Landscape Architect shall be advised when stakes are in place and ready for inspection on various planting areas. All layout work shall be inspected and approved by the Landscape Architect prior to opening any plant pits.
2. Planting Pits. Reasonable care shall be exercised to have pits dug and soil prepared prior to moving plants to their respective locations for planting to insure that they will not be unnecessarily exposed to drying elements or to physical damage. However, no open holes shall be left overnight or unmarked or unattended.
  - a. Circular pits with vertical sides shall be excavated for all plants in beds or trenches. See Planting Plan for more detailed information regarding preparation of planting areas. Diameter of pits for trees and shrubs shall be at least 2' greater than the diameter of the ball or spread of roots. The depth of pits for trees, shrubs and vines shall be enough to accommodate the ball or roots when the plant is set to finished grade allowing for 6" of compacted topsoil or prepared soil in the bottom of the pit.
  - b. Before planting any area, fill a representative sample of the excavated planting pits and beds with water to a depth 6" or more as required to verify if the subsoil is permeable enough to percolate satisfactorily and drain adequately after plants are installed. Advise the Landscape Architect in writing if any problems are anticipated regarding excessive ground water or unsuitable percolation.

**E. Soil Preparation for Planting Trees and Shrubs:**

1. Soil used in planting shall be existing soil and/or re-spread topsoil. The prepared soil mix in tree pits as herein before specified shall be thoroughly mixed with one part compost to three parts of existing soil.
2. Fertilizer tablets or packets shall be placed in each tree or shrub plant pit at a depth of 6" to 8" when the plant is set in place. The exact quantity and distribution of tablets or packets shall be in strict accordance with the manufacturer's recommendation for the sizes of material specified.
3. Excess excavated soil shall be disposed of off site by the Landscape Contractor unless specific permission is obtained from the owner to dispose of excess material on the site.

**F. Soil Preparation for Planting Ground Cover and Annuals:**

1. Loosen subgrade of lawn areas to a minimum depth of 6". Remove stones over 1 1/2" in any dimension, sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
2. Soil used in planting shall be existing soil as herein before specified and shall be thoroughly mixed with one part compost to three parts of existing soil.
3. Add specified soil amendments as per soil analysis and mix thoroughly into upper 4" of topsoil.
4. Excess excavated soil shall be disposed of off site by the Landscape Contractor unless specific permission is obtained from the Owner to dispose of excess material on the site.

**G Setting Plants.** Unless otherwise specified, all plants shall be planted in pits, centered and set on 6" of compacted soil or prepared soil to such a depth that the finished grade level at the plant after settlement will be the same as that at which the plant was grown. Prior to setting container-grown plants, make four to five cuts 1/2" - 1" deep, top to bottom on root-bound mass to loosen roots. Plants shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under balls. Plant forms, wires and surplus binding from top and sides of the balls shall be removed. All broken or frayed roots shall be cut off cleanly. Prepared soil shall be placed and compacted carefully to avoid injury to roots and to fill all voids. When the hole is nearly filled, add water as necessary and allow it to soak away. Fill the holes to finished grade. After the ground settles, additional soil shall be filled in, to the level of the finished grade.

**H. Guying and Staking.** Trees shall be supported immediately after planting. All trees shall be staked as detailed and shown on the Plans. Wires shall be encased in hose to prevent direct contact with the bark of the tree and shall be placed around the trunk in a single loop. Wires shall be tightened and kept taut by the use of turnbuckles. Stakes shall be equally spaced about each tree and shall be driven vertically into the ground to a depth of about 2' in such a manner as not to injure the ball or roots. Trees shall be fastened to each stake at a height where substantial branching will hold encased wire in place. Wire shall be doubled and twisted taut. Stakes shall be uniform in length and placed according to the type, size and location of the tree.

**I. Herbicide Treatment.** All tree saucers, shrub and ground cover beds shall be treated after plants have been installed with an approved pre-emergent herbicide recommended by the manufacturer. Plants installed during the fall planting season shall be treated with the approved herbicide during

the first week of April of the following year. Plants installed in the spring shall be treated with the approved herbicide immediately after installation. Herbicide shall be cleared by the manufacturer as safe for use around plants itemized in the Plant List.

- J. Shredded Hardwood Mulching.** Tree and shrub beds shall be mulched with 3" of shredded hardwood mulch. This mulch shall cover the entire bed area and shall have a neat and well-defined edge between lawn area and shrub bed. Trees in lawn areas with individual saucers shall be mulched with 3" of shredded hardwood mulch.
- K. Pruning and Repair.** All pruning and repair work must be completed within a ten day period after planting. The amount of pruning included under the work of this Section shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations.
1. Trees and some shrubs will be pruned back after planting to maintain a balance between the reduced root system and the branches. Care will be taken in this work to insure that the plants preserve their natural form.
  2. The natural form of newly planted trees and shrubs will be preserved in pruning by the removal of branches and/or part of branches at different lengths in accord with standard horticulture practices and as directed by the Landscape Architect. Pruning will always be done with a clean cut in living wood without bruising or tearing of bark and without leaving any stubs which would prevent the wound from healing over. Horizontal cuts may cause rot and will be avoided.

### 3.2 CLEAN-UP:

- A. Clean-up. Any soil, bark, peat or similar material which has been brought onto paved areas within or outside the construction area by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones and debris which have not been cleaned up shall be removed from the site or disposed of as directed by the Landscape Architect. All planting areas shall be prepared for final inspection.
- B. Other Work. The Landscape Contractor shall be responsible for the repair of any damage caused by his activities or those of his subcontractors within or outside the construction area such as the storage of topsoil or other materials, operation of equipment and other usage. Such repair operations shall include any regrading, sodding or other work necessary to restore damaged work or areas to an acceptable condition.

### 3.3 MAINTENANCE:

- A. Maintenance shall begin immediately following the last operation of installation for each portion for each plant and shall continue until installation of planting is complete and the planting is formally accepted. Maintenance shall include mowing, watering, weeding, cultivating, mulching, tightening and repairing of guys, removal of dead material, resetting plants to proper grades or upright positions, restoration of the planting saucer and other necessary operations. Any damage resulting from planting operations shall be repaired promptly.
- B. The Owner shall be responsible for all required maintenance after the planting is formally accepted (final acceptance).

- C. Maintenance Instructions - Landscape Work. The Landscape Contractor shall submit to the Owner three (3) copies of typewritten instructions recommending the monthly procedures to be established by Owner for the maintenance of landscape work during the one-year guarantee period. Submit prior to the final inspection for acceptance.

### **3.4 INSPECTION FOR ACCEPTANCE:**

- A. Inspection of the work of this Section to determine completion of the Landscape Contractor's work, exclusive of the possible guarantee replacement of plants, shall be made by the Landscape Architect upon receipt of written notice requesting such inspection submitted by the Landscape Contractor at least ten (10) days prior to the anticipated date of inspection.
- B. Acceptance. After inspection, the Landscape Contractor will be notified in writing by the Landscape Architect of acceptance of all work of this Section, exclusive of the possible replacement of plants subject to guarantee or the Landscape Contractor will be notified in writing if there are any deficiencies from the requirements for completion of the work. Replacements, maintenance and repair work remaining to be done shall be subject to re-inspection before acceptance.

### **3.5 PLANT GUARANTEE AND REPLACEMENT:**

- A. Guarantee. This guarantee shall be provided to the owner by the contractor responsible for planting and irrigation. Plants shall be guaranteed for the duration of one (1) full year after the formal acceptance of the planting by the Owner and shall be alive and in satisfactory growth at the end of the guarantee period. The Owner shall be responsible for all maintenance necessary to keep the plants alive and healthy between the time the plantings are accepted and the end of the guarantee period. The basic needs of the plants during this period are for adequate water and protection from insects and other similar pests. Plants severely damaged by vandals are not subject to replacement by this Landscape Contractor.
- B. Should the Landscape Contractor find the plant material is not receiving the proper maintenance at any time prior to the end of the guarantee period, he should advise the Landscape Architect and the Owner immediately in writing so corrective measures may be initiated.
- C. Replacement. At the end of the guarantee period, inspection will be made by the Owner and the Landscape Architect upon written notice requesting such inspection submitted by the Landscape Contractor at least ten (10) days prior to the anticipated date. Any plant installed under this Contract that is dead or not satisfactory in growth as determined by the Landscape Architect shall be removed from the site. These, and any plants missing due to the Landscape Contractor's negligence, shall be replaced as soon as conditions permit but during the normal planting season.
  - 1. Any plant that has die-back or otherwise loses 30% or more of its branches, excluding branches removed by trimming and pruning, as existing and living prior to removal from the nursery field shall be rejected. In case of any question, the Landscape Contractor may elect to allow such plant to remain through another complete growing season at which time the rejected plant, if found to be dead or in an unhealthy or badly impaired condition, shall be replaced.
  - 2. The Landscape Contractor shall be responsible for removing dead or diseased plants from the site during the guarantee period upon notification by the Owner or Landscape Architect. Dead plants may be removed by the Owner during the guarantee period provided they keep a photographic record of all plants removed. Photographs should show plant to such a degree

- that is clearly evident the plant is dead. Replacements shall be made only at the end of the guarantee period as described herein.
3. The Landscape Architect shall inspect replaced plants when all replacements have been made. Any plant that is not alive and in a healthy vigorous condition shall be replaced again by the Landscape Contractor.
- D. Materials and Operations. All replacements shall be plants of the same kind and size as specified in the Plant List. They shall be furnished and planted as specified under "New Planting", the cost of which shall be borne by the Landscape Contractor.
- E. Replaced plants are not subject to a full one (1) year guarantee, but replacements must be alive and vigorous when inspected after planting and must leaf out fully in spring, if replacements are made while the plant is dormant.

**END OF SECTION 32 93 00**