

**USC Union**

**Central Building Metal Roof Replacement, Painting and  
Exterior Repairs**

**Project Number: H40-I304**

**Location: University of South Carolina- Union**

**309 East Academy Street**

**Union, SC 29379**



**TABLE OF CONTENTS**

**PROJECT NAME:** USC Union Central Building Metal Roof Replacement, Painting, & Exterior Repairs

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**PROJECT NUMBER:** H40-I304

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<b><u>SECTION</u></b>	<b><u>NUMBER OF PAGES</u></b>
Table of Contents .....	2
SE-310, Invitation for Construction Services .....	1
AIA A701-1997 Instructions to Bidders - South Carolina Division of Procurement Services, Office of State Engineer Version.....	13
Bid Bond (AIA A310) .....	1
SE-330, Lump Sum Bid Form.....	6
AIA Document A101-2007 Standard Form of Agreement between Owner and Contractor - South Carolina Division of Procurement Services, Office of State Engineer Version.....	9
AIA Document A201-2007 General Conditions of the Contract for Construction- South Carolina Division of Procurement Services, Office of State Engineer Version.....	49
USC Supplemental General Conditions for Construction Projects.....	5
Contractor's One Year Guarantee.....	1
SE-355, Performance Bond .....	2
SE-357, Labor & Material Payment Bond.....	2
SE-380, Change Order to Construction Contract.....	1

**TECHNICAL SPECIFICATIONS**

- 01010 - Summary
- 01021 - Cash Allowance
- 01025 - Measurement & Payment
- 01300 - Submittals
- 01340 - Shop Drawings
- 01400 - Quality Control
- 01500 - Temporary Facilities and Controls
- 01560 - Construction Cleaning
- 01610 - Storage and Protection
- 01700 - Contract Closeout
- 01740 - Warranties Insurance and Bonds
- 06100 - Rough Carpentry
- 07311 - Asphalt Shingles
- 07411 - Metal Roof Panels
- 07591 - Removals and Preparation
- 07620 - Flashing and Sheet Metal
- 09900 - Painting

**SE-310****INVITATION FOR CONSTRUCTION SERVICES****PROJECT NAME:** USC Union Central Building Metal Roof Replacement, Painting, and Exterior Repairs**PROJECT NUMBER:** H40-I304**PROJECT LOCATION:** University of South Carolina - Union, Union, SC**BID SECURITY REQUIRED?** Yes  No **NOTE:** Contractor may be subject to a performance appraisal at the close of the project.**PERFORMANCE BOND REQUIRED?** Yes  No **PAYMENT BOND REQUIRED?** Yes  No **CONSTRUCTION COST RANGE:** \$ 100,000 - 125,000**DESCRIPTION OF PROJECT:** Replace the existing asphalt shingle roofing assembly and recoat the standing seam metal roof assembly on the Central Building. Exterior wood restoration and painting included as well. See drawings and project manual for further detailed information. Minority and small business participation is encouraged.**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** <http://purchasing.sc.edu> (see Facilities Construction Solicitations & Awards)**PLAN DEPOSIT AMOUNT:** \$ \_\_\_\_\_ **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. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders **WILL**  **WILL NOT**  be via email or website posting.**IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:**Bidders are responsible for obtaining all updates to bidding documents from the USC Purchasing website: (<http://purchasing.sc.edu>)*All questions & correspondence concerning this Invitation shall be addressed to the A/E.***A/E NAME:** Shepard & Associates, LLC**A/E CONTACT:** Blount Shepard**A/E ADDRESS:** Street/PO Box: 3547 Dreher Shoals Road, Suite 6City: IrmoState: SCZIP: 29063-**EMAIL:** blount@shepardandassociates.us**TELEPHONE:** (803) 407-8284**FAX:** (803) 407-8206**AGENCY:** University of South Carolina**AGENCY PROJECT COORDINATOR:** Juaquana Brookins**ADDRESS:** Street/PO Box: 743 Greene StreetCity: ColumbiaState: SCZIP: 29208-**EMAIL:** jbrookin@fmc.sc.edu**TELEPHONE:** (803) 777-3596**FAX:** (803) 777-7334**PRE-BID CONFERENCE:**  Yes  No**MANDATORY ATTENDANCE:** Yes  No **PRE-BID DATE:** 3/21/2017**TIME:** 10:00AM**PLACE:** 309 E Academy St, Union, SC 29379**BID CLOSING DATE:** 4/4/2017**TIME:** 2:00PM**PLACE:** 743 Greene Street, Columbia, SC 29208**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Juaquana Brookins (BID ENCLOSED Prjt #H40-I304)743 Greene StreetColumbia, SC 29208**MAIL SERVICE:**Attn: Juaquana Brookins(BID ENCLOSED Prjt#H40-I304)743 Greene StreetColumbia, SC 29208**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)**Yes No **APPROVED BY:** \_\_\_\_\_*(OSE Project Manager)***DATE:** \_\_\_\_\_

**South Carolina Division of Procurement  
Services, Office of the State Engineer Version of  
 AIA<sup>®</sup> Document A701<sup>™</sup> – 1997**

***Instructions to Bidders***

This version of AIA Document A701<sup>™</sup>–1997 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer (“SCOSE”). Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–1997 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701<sup>™</sup>– 1997, Instructions to Bidders — SCOSE Version,” or “AIA Document A701<sup>™</sup>–1997 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA® Document A701™ – 1997

## *Instructions to Bidders*

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

*(Name and location or address)*

USC Union Central Building Metal Roof Replacement  
Union, South Carolina

### **THE OWNER:**

*(Name, legal status and address)*

University of South Carolina  
743 Greene Street  
Columbia, South Carolina 29208

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

### **THE ARCHITECT:**

*(Name, legal status and address)*

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

### **TABLE OF ARTICLES**

- |   |  |
|---|--|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR |

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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, collectively referred to as the **Invitation for Bids**, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, the Notice of Intent to Award, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean AIA Document A101™–2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™–2007 General Conditions of the Contract for Construction, SCOSE edition.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by submitting a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction. Bidders are expected to examine the Bidding Documents and Contract Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. 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 Owner's attention prior to bid opening.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal 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 Regulation 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.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

**§ 2.1.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

§ 2.1.5.1 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.

§ 2.1.5.2 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 2.1.5.1 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 2.1.5.1 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 2.1.5.2.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification.

§ 2.1.5.3 If the bidder deletes or modifies Section 2.1.5.1.2 of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**§ 2.1.6 DRUG FREE WORKPLACE**

By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.

**§ 2.1.7 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

§ 2.1.7.1 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 2.1.7.1.1.2 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.

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- .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).

§ 2.1.7.2 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.

§ 2.1.7.3 If Bidder is unable to certify the representations stated in Section 2.1.7.1, 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 nonresponsible.

§ 2.1.7.4 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 2.1.7.1 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.

§ 2.1.7.5 The certification in Section 2.1.7.1 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.

#### § 2.1.8 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 South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 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 Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

#### § 2.1.9 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.

§ 2.1.9.1 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.

§ 2.1.9.2 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*.

§ 2.1.9.3 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. Regulation 19-445.2165(C) broadly defines the term donor.

#### § 2.1.10 IRAN DIVESTMENT ACT CERTIFICATION

§ 2.1.10.1 The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the

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following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

**§ 2.1.10.2** By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List.

**§ 2.1.10.3** You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**§ 2.1.11 OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, the Offeror represents that Offeror 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 SC Code Section 11-35-5300. [02-2A083-1]

**ARTICLE 3 BIDDING DOCUMENTS**

**§ 3.1 COPIES**

**§ 3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement in the number and for the deposit sum, if any, stated therein. If so provided in the Advertisement, the deposit will be refunded to all plan holders who return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

**§ 3.1.2** Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**§ 3.1.3** The Owner has made copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

**§ 3.1.4** 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 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**§ 3.2.1** The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

**§ 3.2.2** Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ten (10) days prior to the date for receipt of Bids.

**§ 3.2.3** Interpretations, corrections and changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. As provided in Regulation 19-445.2042(B), nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by written 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. Reference in the Bidding Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

**§ 3.3.2** 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 for

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Bids. 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. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. 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. 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.

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

§ 3.3.4 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 all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than 120 hours prior to the time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid 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 a written Addendum prior to the original Bid Date, the Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written 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) calendar 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 at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the SE-330 Bid Form included with the Bidding Documents.

§ 4.1.2 Any blanks on the bid form to be filled in by the Bidder shall be legibly executed in a non-erasable medium. Bids shall be signed in ink or other indelible media.

§ 4.1.3 Sums shall be expressed in figures.

§ 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."

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For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work shall be used for both Alternates and Base Bid Work if Alternates are accepted.

**§ 4.1.6** Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to identify only those subcontractors Bidder will use to perform the work of each listed specialty. 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** Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

## **§ 4.2 BID SECURITY**

**§ 4.2.1** If required by the Invitation for Bids, 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. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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.

**§ 4.2.2** If a surety bond is required, 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 the 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.

**§ 4.2.3** 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.

**§ 4.2.4** 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, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

## **§ 4.3 SUBMISSION OF BIDS**

**§ 4.3.1** All copies of the Bid, the bid security, if any, 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 for Bids. 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 envelope should be labeled "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 for Bids prior to the time of the Bid Opening.

**§ 4.3.2** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.5 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 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be withdrawn in person or by written notice to the party receiving Bids at the place designated for receipt of Bids. Withdrawal by written notice shall be in writing over the signature of the Bidder.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 OPENING OF BIDS

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

§ 5.1.2 At bid opening, the Owner will announce the date and location of the posting of the Notice of Intended Award.

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

§ 5.1.4 If the Owner determines to award the Project, the Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.

§ 5.1.5 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 their representative; or
- .9 Failure to include a properly executed Power-of-Authority 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 qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own 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 low 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 CLARIFICATION**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix E (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080].

### **§ 6.3 SUBMITTALS**

**§ 6.3.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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.

## **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. Bonds may be secured through the Bidder's usual sources.

**§ 7.1.2** The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

### **§ 7.2 TIME OF DELIVERY CONTRACT, CERTIFICATES OF INSURANCE AND FORM OF BONDS**

**§ 7.2.1** After expiration of the protest period, the Owner will tender a signed Contract for Construction to the Bidder and the Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days thereafter. 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** The bonds shall be dated on or after the date of the Contract.

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

#### ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, SCOSE edition.

#### 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: Section 12-8-550 of the South Carolina Code of Laws 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 CONTRACTOR LICENSING

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 at the time of bidding.

##### § 9.3 SUBMITTING CONFIDENTIAL INFORMATION

§ 9.3.1 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 Section 11-35-410.

§ 9.3.2 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 Section 39-8-20 of the Trade Secrets Act.

§ 9.3.3 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 Section 11-35-1810.

§ 9.3.4 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.

§ 9.3.5 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

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(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.

**§ 9.3.6** 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".

**§ 9.3.7** 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".

#### **§ 9.4 POSTING OF INTENT TO AWARD**

The SE-370, Notice of Intent to Award, will be posted at the following location:

**Room or Area of Posting:** Lobby

**Building Where Posted:** Facilities Center

**Address of Building:** 743 Greene Street, Columbia, South Carolina 29208

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

**Posting date will be announced at bid opening.** In addition to posting the notice, the Owner will promptly send all responsive bidders a copy of the notice of intent to award and the final bid tabulation

#### **§ 9.5 PROTEST OF SOLICITATION OR AWARD**

**§ 9.5.1** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided.

**§ 9.5.2** 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.

#### **§ 9.6 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.

#### **§ 9.7 BUILDER'S RISK INSURANCE**

Bidders are directed to Article 11.3 of the South Carolina Modified AIA Document A201, 2007 Edition, which, unless provided otherwise in the bid documents, requires the contractor to provide builder's risk insurance on the project.

#### **§ 9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS**

**§ 9.8.1** Pursuant to Section 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.

**§ 9.8.2** 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.

**§ 9.8.3** 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: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

### **§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK**

# 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:** \_\_\_\_\_  
(Owner's Name)

**FOR: PROJECT NAME:** USC Union Central Building Metal Roof Replacement, Paintng and Exterior Repairs

**PROJECT NUMBER:** H40-I304

## OFFER

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

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

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

(Bidder check one)

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

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

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

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

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

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Replace the existing asphalt shingle roofing assembly and recoat the standing seam metal roof assembly on the Central Building. Exterior wood restoration and painting included as well

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

(Bidder to insert Base Bid Amount on line above)

**SE-330**  
**LUMP SUM BID FORM**

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

**ALTERNATE # 1** (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 # 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**.

<b>No.</b>	<b>ITEM</b>	<b>UNIT OF MEASURE</b>	<b>ADD</b>	<b>DEDUCT</b>
1.	Plywood decking	SF	\$	\$
2.	Wood framing or cornice trim	BF	\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$

**SE-330  
LUMP SUM BID FORM**

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

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

<b>SUBCONTRACTOR CLASSIFICATION</b> <b>By License Classification and/or Subclassification</b> <i>(Completed by Owner)</i>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME</b> <i>(Must be completed by Bidder)</i>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</b> <i>(Requested, but not Required)</i>
<b>BASE BID</b>		
<b>ALTERNATE #1</b>		
<b>ALTERNATE #2</b>		
<b>ALTERNATE #3</b>		

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

**SE-330**  
**LUMP SUM BID FORM**

**INSTRUCTIONS FOR  
SUBCONTRACTOR LISTING**

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

## SE-330 LUMP SUM BID FORM

### § 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (*FOR INFORMATION ONLY*):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

### § 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

#### a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 60 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

#### b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 250.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

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

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

**SE-330  
LUMP SUM BID FORM**

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**

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

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

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

**By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the 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 the State Engineer Version of  
 AIA<sup>®</sup> Document A201<sup>™</sup> – 2007**

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

This version of AIA Document A201<sup>™</sup>–2007 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2007 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2007 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201<sup>™</sup>–2007 — SCOSE Version.”



# South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A201™ – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

USC Union Central Building Metal Roof Replacement  
Union, South Carolina

### THE OWNER:

*(Name, legal status and address)*

University of South Carolina  
743 Greene Street  
Columbia, South Carolina 29208

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

### THE ARCHITECT:

*(Name, legal status and address)*

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

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

### TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

Init.

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

4

**Architect**, Definition of

**4.1.1**

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### Boiler and Machinery Insurance

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Init.

Building Permit

3.7.1

### Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

### Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

### CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

### CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for  
3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

### COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

### CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

Init.

## CONTRACTOR

### 3

Contractor, Definition of

#### 3.1, 6.1.2

Contractor's Construction Schedules

#### 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

#### 11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

#### 3.2

Contractor's Right to Stop the Work

#### 9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

#### 1.2

Cost, Definition of

#### 7.3.7

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

#### 3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

#### 8.1.2

Date of Substantial Completion, Definition of

#### 8.1.3

Day, Definition of

#### 8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

#### 3.11

Drawings, Definition of

#### 1.1.5

Drawings and Specifications, Use and Ownership of

#### 3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or  
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work  
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,  
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Extensions of Time  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
 10.4, 14.3, 15.1.5, 15.2.5

**Failure of Payment**  
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Faulty Work  
 (See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
 2.2.1, 13.2.2, 14.1.1.4

Fire and Extended Coverage Insurance  
 11.3.1.1

**GENERAL PROVISIONS**  
**1**

**Governing Law**  
**13.1**  
 Guarantees (See Warranty)

**Hazardous Materials**  
 10.2.4, **10.3**

Identification of Subcontractors and Suppliers  
 5.2.1

**Indemnification**  
 3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
 11.3.7

**Information and Services Required of the Owner**  
 2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

**Initial Decision**  
**15.2**

Initial Decision Maker, Decisions  
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority  
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4

Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 12.2.1, 13.5

Instructions to Bidders  
 1.1.1

Instructions to the Contractor  
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**  
**Insurance, Boiler and Machinery**  
**11.3.2**

**Insurance, Contractor's Liability**  
**11.1**  
 Insurance, Effective Date of  
 8.2.2, 11.1.2

**Insurance, Loss of Use**  
**11.3.3**

**Insurance, Owner's Liability**  
**11.2**

**Insurance, Property**  
 10.2.5, **11.3**

Insurance, Stored Materials  
 9.3.2

**INSURANCE AND BONDS**  
**11**  
 Insurance Companies, Consent to Partial Occupancy  
 9.9.1

Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4

**Interest**  
**13.6**

**Interpretation**  
 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written  
 4.2.11, 4.2.12, 15.1.4

Judgment on Final Award  
 15.4.2

**Labor and Materials, Equipment**  
 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes  
 8.3.1

Laws and Regulations  
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
 14, 15.2.8, 15.4

Liens  
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of  
 12.2.5, 13.7, 15.4.1.1

Limitations of Liability  
 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2

Limitations of Time  
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

**Loss of Use Insurance**  
**11.3.3**

Material Suppliers  
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

## **Materials, Hazardous**

10.2.4, **10.3**

### **Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

### **Means, Methods, Techniques, Sequences and**

#### **Procedures of Construction**

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

### **Mechanic's Lien**

2.1.2, 15.2.8

## **Mediation**

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1

## **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

## **MISCELLANEOUS PROVISIONS**

### **13**

#### **Modifications, Definition of**

##### **1.1.1**

#### **Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

#### **Mutual Responsibility**

##### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

#### **Notice**

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### **Notice, Written**

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

#### **Notice of Claims**

3.7.4, 10.2.8, **15.1.2**, 15.4

#### **Notice of Testing and Inspections**

13.5.1, 13.5.2

#### **Observations, Contractor's**

3.2, 3.7.4

#### **Occupancy**

2.2.2, 9.6.6, 9.8, 11.3.1.5

#### **Orders, Written**

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## **OWNER**

### **2**

#### **Owner, Definition of**

##### **2.1.1**

#### **Owner, Information and Services Required of the**

2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### **Owner's Authority**

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### **Owner's Financial Capability**

2.2.1, 13.2.2, 14.1.1.4

#### **Owner's Liability Insurance**

##### **11.2**

#### **Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

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

2.4, 14.2.2

#### **Owner's Right to Clean Up**

##### **6.3**

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

##### **6.1**

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

##### **2.3**

#### **Owner's Right to Suspend the Work**

14.3

#### **Owner's Right to Terminate the Contract**

14.2

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### **Partial Occupancy or Use**

9.6.6, **9.9**, 11.3.1.5

#### **Patching, Cutting and**

**3.14**, 6.2.5

#### **Patents**

3.17

#### **Payment, Applications for**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

#### **Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

#### **Payment, Final**

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

#### **Payment Bond, Performance Bond and**

7.3.7.4, 9.6.7, 9.10.3, **11.4**

#### **Payments, Progress**

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **PAYMENTS AND COMPLETION**

### **9**

#### **Payments to Subcontractors**

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### **PCB**

10.3.1

Init.

**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4

**Permits, Fees, Notices and Compliance with Laws**  
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF**  
10

Polychlorinated Biphenyl  
10.3.1

**Product Data**, Definition of  
3.12.2

**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7

**Progress and Completion**  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project**, Definition of  
1.1.4

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, 11.3

**PROTECTION OF PERSONS AND PROPERTY**  
10

Regulations and Laws  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work  
3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens  
9.10.2

Representations  
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field Conditions by Contractor**  
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor  
3.12

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

**Royalties, Patents and Copyrights**  
3.17

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
10.2, 10.4

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

**Samples**, Definition of  
3.12.3

**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**  
3.11

**Schedule of Values**  
9.2, 9.3.1

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Shop Drawings**, Definition of  
3.12.1

**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7

**Site**, Use of  
3.13, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing  
4.2.6, 12.2.1, 13.5

**Specifications**, Definition of  
1.1.6

**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations  
13.7, 15.4.1.1

Stopping the Work  
2.3, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor**, Definition of  
5.1.1

**SUBCONTRACTORS**  
5

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule  
3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**  
6.1.1, **11.3.7**

**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7

**Substantial Completion, Definition of**  
**9.8.1**

Substitution of Subcontractors  
5.2.3, 5.2.4

Substitution of Architect  
4.1.3

Substitutions of Materials  
3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**  
**5.1.2**

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
**3.9**, 10.2.6

**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of  
9.10.2, 9.10.3

Surveys  
2.2.3

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

Suspension of the Work  
5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**  
**14.1**, 15.1.6

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.6

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

Termination of the Architect  
4.1.3

Termination of the Contractor  
14.2.2

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

**Tests and Inspections**  
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

**TIME**  
**8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

**Time Limits on Claims**  
3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work  
9.3.2, 9.3.3

**Transmission of Data in Digital Form**  
**1.6**

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**

Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3

Unit Prices  
7.3.3.2, 7.3.4

Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

**Use of Site**  
**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**  
**9.2**, 9.3.1

Waiver of Claims by the Architect  
13.4.2

Waiver of Claims by the Contractor  
9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages  
14.2.4, 15.1.6

Waiver of Liens  
9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, **11.3.7**

**Warranty**  
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays  
15.1.5.2

**Work, Definition of**  
**1.1.3**

Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations  
4.2.11, 4.2.12

Written Notice  
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1



Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2

Init.

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (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. 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. 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 requirements.

Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean AIA Document A101™–2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™–2007 General Conditions of the Contract for Construction, SCOSE edition.

#### § 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 NOTICE TO PROCEED

The Notice to Proceed is a document issued by the Owner to the Contractor, with a copy to the Architect, 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.

## § 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.

§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## 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 7.1.2. 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. [Reference § 8.3 of 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 Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended.

## § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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 provide in the Contract Documents.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy (.pdf format) of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2.

§ 2.2.6 The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.

§ 2.2.7 The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.

## § 2.3 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.

## § 2.4 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 written 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 deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor 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 payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## 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 authorized representative.

§ 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 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. 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 (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. 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. Any failure of the Contractor to take the actions described and acknowledged in this paragraph 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 2.2.3, 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 make 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 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.

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### § 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

### § 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 3.4.3 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

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.

### § 3.6 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 Title 12, Chapter 8 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses, and inspections 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. Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.

**§ 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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. Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.

### **§ 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 furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in

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writing stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to reply 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 or Architect has made reasonable and timely objection. The Contractor shall notify the Owner, in writing, 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 SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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** Additional requirements, if any, for the constructions 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 dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit "A." If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor 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 approved 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 accepted construction schedule to reflect such conditions. 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. 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.

**§ 3.10.4** The Owner's review and acceptance of the Contractor's schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner's approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner's approval of a schedule shall not change the Contract Time.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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.

§ 3.12.5.1 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. The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record who, upon approving the sprinkler shop drawings will submit them to the State Fire Marshal for review and approval. A copy of the shop drawings will also be sent to OSE for information. The Architect's engineer of record will submit a copy of the State Fire Marshal's approval letter to the Contractor, Architect, and OSE. Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to the State Fire Marshal for approval.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.2** Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

**§ 3.13.3** 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 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.

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

### § 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 fourteen 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 various components of the Contractor's Work, and to determine 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, except as provided in Section 3.3.1.

**§ 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 report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 non-requesting party with a copy of the request. The Architect's response to such requests will be made in writing 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 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 or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply 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 services.

§ 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

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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 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 in response the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner's approval as set forth in Section 5.2.3.

§ 5.2.6 The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

### § 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, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.6 and all of Article 15, except Section 15.1.6, 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 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, 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 Subparagraph 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable

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for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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. If the amount of a Modification exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.7.2 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed, until approved in writing by the Office of State Engineer.

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

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect (using Form SE-380 "Construction Change Order") 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.

§ 7.2.2 If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.

§ 7.2.3 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 7.2.2. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.

§ 7.2.4 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 7.2.3. If the Contractor requests a change to the Work that involves a revision to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by



execution of a Change Order.

**§ 7.2.5 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.**

### **§ 7.3 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 PRICE ADJUSTMENTS**

**§ 7.3.3.1** If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:

- .1 Mutual acceptance of a lump sum;
- .2 Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
- .3 Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
- .4 As provided in Section 7.3.7.

**§ 7.3.3.2** Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** 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.

**§ 7.3.6** 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.

**§ 7.3.7** 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 7.5. In such case, and also under Section 7.3.3.1.3, 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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

§ 7.3.8 Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

#### § 7.5 AGREED OVERHEAD AND PROFIT RATES

§ 7.5.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below 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. The allowable percentages for overhead and profit are as follows:

- .1 To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
- .2 To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
- .3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

#### § 7.6 PRICING DATA AND AUDIT

##### § 7.6.1 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. 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.

§ 7.6.2 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.

#### **§ 7.6.3 Records Retention**

As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

### **ARTICLE 8 TIME**

#### **§ 8.1 DEFINITIONS**

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

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

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

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

#### **§ 8.2 PROGRESS AND COMPLETION**

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

**§ 8.2.2** The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of surety bonds and insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such surety bonds or insurance.

**§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and 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, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**§ 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**

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. All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.

## § 9.2 SCHEDULE OF VALUES

§ 9.2.1 The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown 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;
- .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.

§ 9.2.2 Any schedule of values or trade breakdown that fails to include 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

§ 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising 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 by the Contractor, the accompanying current construction schedule and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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.

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§ 9.6.2 Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 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' written 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, in accordance with the provisions of Section 7.3.3, by the amount of the Contractor's reasonable costs of shut-down, 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 and when all required occupancy permits, if any, have been issued and copies have been delivered to the Owner.

§ 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, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, 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. 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. 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.

**§ 9.8.3.1** 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.

**§ 9.8.4** 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the Owner shall make payment of retainage applying to such 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.

#### **§ 9.9 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 as required under Section 11.3.1.5 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 no later than thirty days after Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, 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 terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will

constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor. 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.

**§ 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material 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.

**§ 9.10.6** 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. Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Final Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

## **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;

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- .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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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 3.1.8.

§ 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, written notice of such 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

§ 10.3.1 If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not required by 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 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 report the condition to the Owner and Architect in writing. 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 written 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 such material or substance or

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who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, 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 right of either party to disagree and assert a Claim in accordance with Article 15. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

**§ 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen 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 LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- .1 COMMERCIAL GENERAL LIABILITY:
  - (a) General Aggregate (per project) ..... \$1,000,000
  - (b) Products/Completed Operations ..... \$1,000,000
  - (c) Personal and Advertising Injury ..... \$1,000,000
  - (d) Each Occurrence ..... \$1,000,000
  - (e) Damage to Rented Premises (ea occurrence) ..... \$50,000
  - (f) Medical Expense (Any one person) ..... \$5,000
- .2 BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
  - (a) Combined Single Limit ..... \$1,000,000
- .3 WORKER'S COMPENSATION:
  - (a) State Statutory
  - (b) Employers Liability ..... \$100,000 per Acc.  
 ..... \$500,000 Disease, Policy Limit  
 ..... \$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 11.1.2. The umbrella policy limits shall not be less than \$3,000,000.

§ 11.1.3 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, the Contractor shall provide to the Owner a written endorsement to the Contractor's general liability insurance policy that:

- .1 names the Owner as an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
- .2 provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insureds have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
- .3 provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Owner as secondary and noncontributory.

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, the Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner a Consultants as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Owner as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required

by Section 11.1.2. 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.

§ 11.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section 11.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

#### § 11.2 OWNER'S LIABILITY INSURANCE

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

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 Reserved.

§ 11.3.1.3 Reserved.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, 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.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. To the extent any losses are covered and paid for by such insurance, the Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 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.

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**§ 11.3.5 Reserved.**

**§ 11.3.6** 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 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

**§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Contractor's property insurance shall be adjusted by the Contractor 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** 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.

**§ 11.3.10** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner provided in the contract between the parties in dispute as the method of binding dispute resolution. The Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with a final order or determination issued by the appropriate authority having jurisdiction over the dispute.

**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** 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.

**§ 11.4.2** 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

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- 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.

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

§ 11.4.4 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.

## 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 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs 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 OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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.

#### § 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 an 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 written 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 2.4.

§ 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.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. If, prior to the date of Substantial Completion, 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.

§ 12.2.5 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

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.

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

### § 13.3 WRITTEN NOTICE

Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed given:

- .1 upon actual delivery, if delivery is by hand;
- .2 upon receipt by the transmitting party of confirmation or reply, if delivery is by electronic mail, facsimile, telex or telegram;
- .3 upon receipt, if delivery is by the United States mail.

Notice to Contractor shall be to the address provided in Section 8.4.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.3.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.4.3 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
- 7.6 Cost or Pricing Data
- 11.1 Contractor's Liability Insurance
- 11.4 Performance and Payment Bond
- 15.1.6 Claims for Listed Damages
- 15.1.7 Waiver of Claims Against the Architect
- 15.6 Dispute Resolution
- 15.6.5 Service of Process

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

### § 13.6 INTEREST

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. 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.

### § 13.7 Reserved



### § 13.8 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,.

### § 13.9 INTERPRETATION OF BUILDING CODES

As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, 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.

### § 13.10 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.

### § 13.11 SEVERABILITY

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, 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.

### § 13.12 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 subcontractors 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-subcontractors 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))

### § 13.13 SETOFF

The Owner shall have all of its common law, equitable, and statutory rights of set-off.

### § 13.14 DRUG-FREE WORKPLACE

The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

### § 13.15 FALSE CLAIMS

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

### § 13.16 NON-INDEMNIFICATION

Any term or condition is void to the extent it requires the State to indemnify anyone. 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)

### § 13.17 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 SC Code Section 11-35-5300. [07-7A053-1]

## 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 substantially 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
- .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.

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§ 14.2.2 When any of the above reasons 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' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under 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 as described in Section 14.3.1. Any adjustment to the Contract Sum made pursuant to this section shall be made in accordance with the requirements of Article 7.3.3. 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 written 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in accordance with the requirements of Article 7.3.3.

§ 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.

#### § 14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

Pursuant to Title 11, Chapter 35 and Regulation 19-445.2085 of the South Carolina Code of Laws and Regulations, as amended, this contract may be canceled after award but prior to performance.

### 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, 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.

##### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 arising prior to the date final payment is due must 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 15.1.5.2. 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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 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.

§ 15.1.6.1 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 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

§ 15.1.6.2 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 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

§ 15.1.6.3 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).

#### § 15.1.7 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 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 15.4 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 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, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees

that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United State's 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, 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**

#### **§ 16.1 INSPECTION REQUIREMENTS** *(Indicate the inspection services required by the Contract)*

- Special Inspections are required and are not part of the Contract Sum. *(see section 01400)*
- Building Inspections are required and are not part of the Contract Sum. *(see section 01400)*

The inspections required for this Work are:

*(Indicate which services are required and the provider)*

- Civil:
- Structural:
- Mechanical:
- Plumbing:
- Electrical:
- Gas:
- Other *(list)*:

Remarks:

**§ 16.1.1** Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. 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.

**§ 16.2** List Cash Allowances, if any. *(Refer to attachments as needed, or enter NONE)*

See Section 01021 - Cash Allowance

Init.

§ 16.3 Requirements for Record Drawings, if any. *(Refer to attachments as needed, or enter NONE)*

See Section 01300 - Submittals

§ 16.4 Requirements for Shop Drawings and other submittals, if any, including number, procedure for submission, list of materials to be submitted, etc. *(Refer to attachments as needed, or enter NONE)*

See Section 01340 - Shop Drawings

§ 16.5 Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. *(Refer to attachments as needed, or enter NONE)*

See Section 01500 - Temporary Facilities and Controls

§ 16.6 Requirements for Project Cleanup in addition to the Contract, if any. *(Refer to attachments as needed, or enter NONE)*

See Section 01560 - Construction Cleaning

§ 16.7 List all attachments that modify these General Conditions. *(If none, enter NONE)*

OSE Form 00811 - Standard Supplementary Conditions  
USC Supplemental General Conditions or Construction Projects

Init.



## USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

### WORK AREAS

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

### PROJECT FENCING

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

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

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

#### BEHAVIOR

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

#### HAZARDOUS MATERIALS & SAFETY COMPLIANCE

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

#### LANDSCAPE & TREE PROTECTION

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

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

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

#### TEMPORARY FACILITIES

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

#### CAMPUS KEYS

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

#### WELDING

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

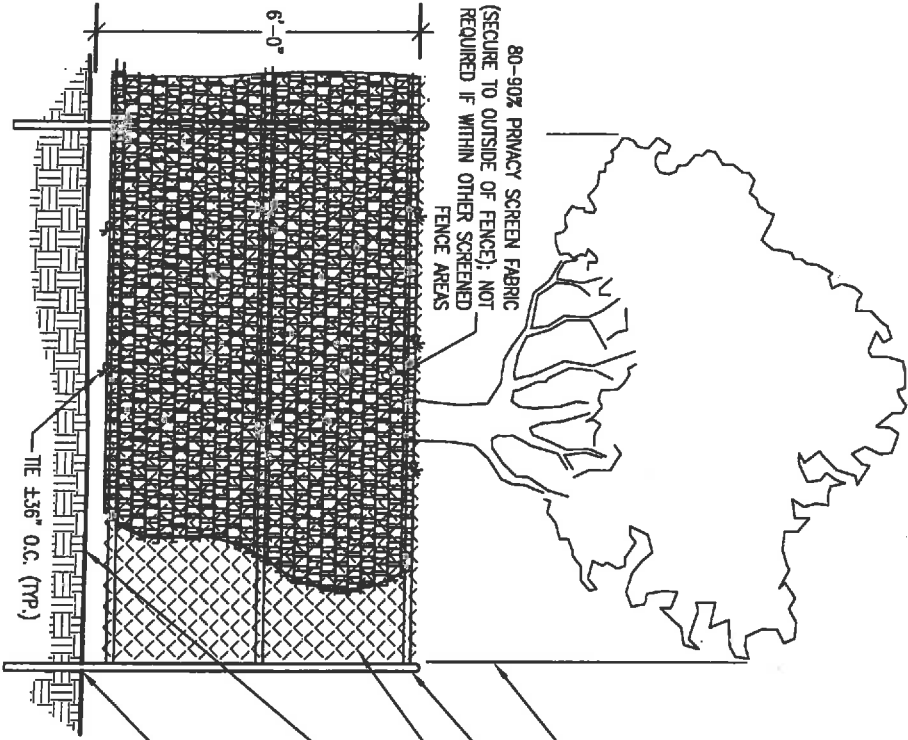
#### PROJECT EVALUATION & CLOSE-OUT

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

this is completed.

#### CAMPUS VEHICLE EXPECTATIONS

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



TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

- 80-90% PRIVACY SCREEN FABRIC (SECURE TO OUTSIDE OF FENCE); NOT REQUIRED IF WITHIN OTHER SCREENED FENCE AREAS
- 6'-0"
- TREE CANOPY DRIPLINE: SEE NOTE #2.
- 2 1/2" O.D. GALV. FENCEPOST
- CHAIN LINK FENCE PANEL
- PROVIDE 4" HARDWOOD MULCH AT TREE PROTECTION AREA UPON RECOMMENDATION OF USC ARBORIST
- FENCE POSTS TO BE SET INTO GROUND; MARK POST LOCATIONS FOR REVIEW AND APPROVAL BY USC ARBORIST PRIOR TO INSTALLATION. SEE NOTE #4.
- THE 536" O.C. (TYP.)

NOTES:

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

NO SCALE REVISED 8.28.14

Project Name: USC Union Central Building Metal Roof Replacement, Painting, and Exterior Repairs

Project Number: H40-I304

University of South Carolina

**CONTRACTOR'S ONE YEAR GUARANTEE**

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

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

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

Defects or failures resulting from abuse by Owner.

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

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

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

Title \_\_\_\_\_

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

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

\_\_\_\_\_ State

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

**SE-355**  
**PERFORMANCE BOND**

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

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

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

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

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

Name: University of South Carolina  
Address: 743 Greene Street  
Columbia, SC 29208

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

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

State Project Name: USC Union Central Building Metal Roof Replacement, Painting, and Exterior Repairs  
State Project Number: H40-I304

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: Replace the existing asphalt shingle roofing assembly and recoat the standing seam metal roof assembly on the Central Building. Exterior wood restoration and painting included as well. See drawings and project manual for further detailed information.

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

Name: Shepard & Associates  
Address: 3547 Dreher Shoals Road, Suite 6  
Irmo, SC 29063

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 those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
    - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
    - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
    - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
    - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
  9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
  10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
  11. Definitions
    - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
    - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.



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

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

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

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

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

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

Name: University of South Carolina  
Address: 743 Greene Street  
Columbia, SC 29208

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

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

State Project Name: USC Union Central Building Metal Roof Replacement, Painting, and Exterior Repairs  
State Project Number: H40-I304

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: Replace the existing asphalt shingle roofing assembly and recoat the standing seam metal roof assembly on the Central Building. Exterior wood restoration and painting included as well. See drawings and project manual for further detailed information.

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

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

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**

**SURETY**

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

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

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

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

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

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

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

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

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

**SE-357****LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
  2. With respect to the Agency, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
    - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
    - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
    - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
    - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of 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 CONSTRUCTION CONTRACT**

**AGENCY:** University of South Carolina

**PROJECT NAME:** USC Union Central Building Metal Roof Replacement, Painting, and Exterior Repairs

**PROJECT NUMBER:** H40-I304

**CONTRACTOR:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

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

**ADJUSTMENTS IN THE CONTRACT SUM:**

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

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

**CONTRACTOR ACCEPTANCE:**

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

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

**A/E RECOMMENDATION FOR ACCEPTANCE:**

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

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

**AGENCY ACCEPTANCE AND CERTIFICATION:**

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

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

Change is within Agency Construction Contract Change Order Certification of: \$ \_\_\_\_\_ Yes  No

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

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

**SUBMIT THE FOLLOWING TO OSE**

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

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED

1.1.1 All work is located at the Central Building of University of South Carolina Union Campus, 309 East Academy Street, Union, SC 29379.

1.2 BASE BID WORK

1.2.1 Work covered by this contract includes furnishing all labor, materials, tools, devices, appliances, and equipment necessary to perform all the work described in the Contract Documents.

1.2.2 Metal Roof Replacement (Roof Areas 9, 10 and 10a – approximately 798 SF):

1.2.2.1 The work generally consists of the complete removal and disposal of the existing: architectural metal roofing panel assembly, asphalt impregnated underlayment down to the surface of the existing plywood deck; inspection of plywood deck substrate, re-nailing and making repairs to plywood deck, wood fascia and framing as necessary, making isolated repairs to asphalt shingle, flexible sheet membrane roofing, isolated gutter repairs; and the installation of new: paint at existing fascia board, self-adhering waterproof underlayment, synthetic underlayment, architectural metal roofing panel assembly, metal flashings, repairs at shingles, cut valleys and associated miscellaneous work.

1.2.3 Exterior Wood Restoration and Painting (Approximately 1,830 LF):

1.2.3.1 Removals: Prior to the application of any new materials, remove existing loose un-bonded lead based paint, rotten and deteriorated wood fascia and cornice, at the eave of the building and properly dispose.

1.2.3.2 Preparations: After removals are complete, prepare the substrate wood cornice assembly to receive new paint coating, including wire brushing and scraping existing loose paint.

1.2.3.3 Installations: Upon completion of all removals and preparations, install new paint coating to all prepared exterior wood and associated miscellaneous work, as specified herein.

1.3 UNIT PRICES: Include in the BASE BID the following quantities of unit price materials:

1.3.1 Unit Price 1 - Removal and replacement of any existing damaged or deteriorated plywood decking. 320 SF

Unit Price 2 - Removal and replacement of any existing damaged or

deteriorated wood cornice, not shown on the drawings to be replaced. 200 BF

#### 1.4 CONTRACT METHOD

1.4.1 Construct the work as a single lump sum contract. For the items that are bid on a unit price basis, follow procedure indicated on the Bid Form and as specified in Section 01025 MEASUREMENT AND PAYMENT.

#### 1.5 REFERENCE STANDARDS

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

#### 1.6 EXISTING SITE CONDITIONS

1.6.1 Information in this section is provided only to establish a general description and is not necessarily accurate. The Contractor is responsible for visiting the site and satisfying himself as to the existing conditions, size of existing roof areas, metal components, etc. before submitting his bid.

1.6.2 Approximate Square Footage of Existing Laminated Fiberglass and Asphalt Shingle Roof Assembly (Projected Area):

1.6.2.1	RA 6	288 square feet.
1.6.2.2	Total Area -	288 square feet.

1.6.3 Approximate Square Footage of Existing Terne Metal Roofing Assembly:

1.6.3.1	RA 9	251 square feet.
1.6.3.2	RA 10	367 square feet.
1.6.3.3	<u>RA 10A</u>	<u>180 square feet.</u>
1.6.3.4	Total Area -	798 square feet.

1.6.4 Central Building Laminated Asphalt and Fiberglass Shingle Roofing:

1.6.4.1 Using a shingle gauge, the steep sloped Laminated Asphalt and Fiberglass Shingle Roofing assembly was determined to be a 30-year shingle.

1.6.4.2 The shingles are installed over white synthetic underlayment on 3/4" plywood decking.

1.6.4.3 Rafters are installed at 16" OC. Roof slopes vary; 7.5:12 and 5.5:12.

1.6.4.4 The ridges and hip ridges are not vented, typically the soffit at the eave is vented. The attic is mechanically ventilated through dome style exhaust fans in the shingle roof located near the ridge.

1.6.4.5 Drainage is continuous to eave end 16 oz. half round copper and downspouts which terminate with boots at grade.

1.6.4.6 The shingles are nailed with 6 nails per shingle with a 5-1/2" exposure.

1.6.4.7 The valleys are pre finished metal with an inverted "V" approximately 3" from the cut shingle line.

1.6.4.8 In some locations, the shingle roofing assembly eave condition terminates at the top of the EPDM base flashings. In these conditions, the EPDM continues upslope under the synthetic shingle underlayment.

1.6.5 Central Building Steep Sloped Metal Roofing:

1.6.5.1 The Steep Sloped Metal Roofing assemblies consist of paintable metal and pre finished galvalume standing seam over a plywood deck.

1.6.5.2 The paintable metal panels are 17" wide with a 1" double lock seamed rib.

1.6.5.3 The pre finished galvalume metal panels are 12" wide with a 1-1/2" with a 90° seamed rib.

1.6.5.4 Roof slopes vary; however, are predominately 8:12.

1.6.5.5 Drainage is to continuous 16 oz. copper gutters at the eave and downspouts which terminate with boots at grade.

1.6.6 Central Building Flexible Sheet Membrane Roofing (approximately 2,551 SF):

1.6.6.1 The two low sloped EPDM Roof assemblies are a 60 mil flexible sheet membrane (FSM) over a 3/4" plywood deck. Rafters are installed at 16" OC.

1.6.6.2 Roof slopes vary; 1":12", 1.5":12" and 2":12".

1.7 WORK SEQUENCE

1.7.1 Initial setup is to be determined in a pre-work conference. Work is to be performed in a manner so that prepared surfaces are not damaged as a result of subsequent surface coatings. Phased construction is unacceptable.

1.7.2 The Contractor shall strive to cause a minimum of disruption to the building operations and occupancy during construction activities.

1.8 COMPLETION DATE

1.8.1 Scheduling and speed of construction are of prime importance in the completion of the Work. Demolition, Preparation and New Construction shall commence as established in the Notice to Proceed. BIDDER agrees that the BASE BID WORK will be substantially complete and ready for final payment in accordance with the General Conditions within 45 calendar days after Notice to Proceed.

1.8.2 BIDDER agrees further that construction will normally be performed Monday - Friday, inclusive. BIDDER acknowledges that in case of inclement weather during normal work days, additional weekend work may be required to complete the Work within the allotted time.

## 1.9 LIQUIDATED DAMAGES

- 1.9.1 Liquidated damages will be assessed in the amount of \$200.00 for each calendar day the actual Contract Time for Substantial Completion exceeds the specified Contract Time.

## 1.10 CONTRACTOR USE OF PREMISES

- 1.10.1 Limit use of premises for construction operations to allow for Owner occupancy.
- 1.10.2 Coordinate use of premises under direction of Owner.
- 1.10.3 The Contractor shall be held liable for any damages to the building, the building contents, or its occupants resulting from work under this Contract. The Contractor shall take all precautions necessary to protect the occupants and the building during the construction period.
- 1.10.4 The Contractor shall have an established safety program in place, including a fall protection plan and must be able to provide this plan to the Owner no later than the pre-construction meeting.
- 1.10.5 The Contractor is to maintain the existing building in a safe, weather tight, and secure condition throughout the construction period. The Contractor is to repair any damage caused by him or any of his subcontractors. Should damage be to finishes or construction that is not defined in these Contract Documents, then repairs shall be made in compliance with the specifications approved by and at the sole discretion of the Owner.
- 1.10.6 The Contractor is to confine his operations to the site of the building. The site beyond this building is not to be disturbed. The Owner will identify parking for the Contractor and his employees.
- 1.10.7 The Contractor is to keep existing driveways and entrances serving the premises clear and available at all times. Do not use for parking or storage of materials or equipment. The stockpiling of materials must be confined to the area identified by the Owner.
- 1.10.8 The Contractor and his personnel are to lock their vehicles and other mechanical or motorized construction equipment when parked and unattended. Do not leave vehicles or equipment unattended with motor running or ignition key in place.
- 1.10.9 Open fires will not be permitted on the premises.
- 1.10.10 Utilities and Services: The Contractor will be provided water to the extent of the existing sources. The Contractor shall be responsible for any taps or connections that may be needed or desired by him/her. Contractor is also responsible for getting the service to any location where needed or desired. The Contractor will be provided without charge reasonable quantities of available utilities; however, if the services are abused, they will be withdrawn. The Contractor shall provide temporary portable electric generators for electricity required during construction.

## 1.11 ASBESTOS PRODUCTS:

- 1.11.1 No products containing asbestos fibers are present in the work covered in the Base Bid.
- 1.11.2 No asbestos bearing materials are to be incorporated into the work as a part of this contract. No existing asbestos containing material is to be left or incorporated into the work of this contract.
- 1.11.3 In the event the Contractor finds asbestos-containing materials not previously identified, then Contractor shall stop all work in the affected area and notify the Owner and Architect. Additional work caused by the discovery, if authorized by the Owner, will be handled as a Change Order to this Contract.

## 1.12 LEAD PAINT

- 1.12.1 The white paint on the exterior wood cornice contains lead. Contractor shall arrange to have all lead coated building components with paint intact transported and disposed of properly at an authorized Municipal Solid Waste Landfill (Subtitle D) in accordance with regulatory requirements of the EPA, RCRA, NPDES and applicable state and local guidelines and regulations. Contractor shall provide to the Owner copies of signed manifest from the disposal facility accepting the waste documenting the proper handling, transport and disposal of the waste. Reference USC analysis (available from Owner).
- 1.12.2 All other lead contaminated waste (i.e. paint chips, dust, residue) generated from the Contractor's demolition/renovation activities shall be collected daily, properly stored and containerized. Lead contaminated waste shall be disposed of at a Hazardous Waste landfill (Subtitle C) in accordance with regulatory requirements of the EPA, RCRA, NPDES and applicable state and local guidelines and regulations. Contractor is responsible for completing all disposal documents. Contractor shall submit to the Owner copies of all Hazardous waste manifests signed by the transporter and the disposal facility accepting the waste.

## 1.13 CONTRACTOR'S CONDUCT: The following requirements are expressed to the Contractor, and he is asked to ensure that all employees, subcontractors, and suppliers are aware of these warnings.

- 1.13.1 No drugs, alcohol, or firearms will be permitted on the grounds of the facility.
- 1.13.2 There will be no favors or fraternizing with occupants or employees of the facility.
- 1.13.3 Contractor and subcontractors are to take necessary precautions to protect all occupants and employees of the facility, Contractor personnel, and personal property from any damage from their operations.
- 1.13.4 The Contractor, subcontractors, and material suppliers are to be careful during placement of materials and equipment. The Owner will in no way be responsible for equipment and materials lost as the result of being left unattended or misplaced.



1.13.5 The use of foul, obscene, or abusive language by the Contractor's or subcontractors' employees is prohibited on the grounds of the facility. Violations of this policy may result in the dismissal of the Contractor.

1.13.6 Smoking or use of any tobacco products by the Contractor's or subcontractors' employees is NOT allowed on the USC campus.

#### 1.14 OWNER OCCUPANCY REQUIREMENTS

1.14.1 Owner will occupy premises during entire period of construction for conducting normal operations. Contractor is to cooperate with the Owner's operations.

1.14.2 Owner may require that the Contractor cease work with a prior days' notice.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION 01010

## SECTION 01021

### CASH ALLOWANCES

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

1.2.1 This Section specifies administrative and procedural requirements for allowances and unit prices.

1.2.2 An Allowance is an amount determined by the Owner for work of indeterminate scope and cost. Each Bidder shall include the allowance amount in the Base Bid price.

1.2.3 Contingency Allowance included in the BASE BID for the Work, as specified in these Contract Documents, is \$ 2,500.00.

1.2.3.1 The cost for work performed by the Contingency Allowance covers items not anticipated or specifically delineated in the documents and shall be determined in accordance with the Change Order procedures of the Contract Documents.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION 01021

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.1 SUMMARY

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

##### 1.2 APPLICATION FOR PAYMENT

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

### 1.3 UNIT PRICES

- 1.3.1 A Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
- 1.3.2 Before proceeding with work, Contractor shall survey the work to be covered under Unit Prices in the presence of the Architect for verification of quantities for the Project.
- 1.3.2.1 A Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
- 1.3.2.2 Before proceeding with work, Contractor shall survey the work to be covered under Unit Prices in the presence of the Architect for verification of quantities for the Project.
- 1.3.2.3 Unit Price Schedule: Unit Prices shall include costs of materials, delivery, labor (to remove and replace), insurance, rental of tools and equipment, overhead and margin of profit.
- 1.3.2.3.1 Include 320 square feet in the Base Bid costs for replacement of any damaged or deteriorated plywood sheathing. Quote a separate unit price (per square foot) for such work. The final contract amount will be adjusted by change order increasing or decreasing the final contract price based on the actual replacement made during the course of the work using the quoted unit price.
- 1.3.2.3.2 Include 200 board feet in the Base Bid costs for replacement of any damaged or deteriorated wood framing or cornice trim. Quote a separate unit price (per board foot) for such work. The final contract amount will be adjusted by change order increasing or decreasing the final contract price based on the actual replacement made during the course of the work using the quoted unit price.
- 1.3.3 Contractor shall maintain a daily log showing dates, location, and exact quantities of unit price work. Copies of log and appropriate change order forms shall be submitted with each request for payment from the contractor unless no unit price work is accomplished during the payment period. If appropriate, Payment Applications containing unit price work will not be processed unless unit price logs are attached.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION 01025

## SECTION 01300

### SUBMITTALS

#### PART 1 GENERAL

##### 1.1 PROCEDURES

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

##### 1.2 BID SUBMITTALS

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

##### 1.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

##### 1.4 CONTRACTOR INFORMATION

- 1.4.1 Submit to Architect on or before Pre-Construction Conference the following documents:

- 1.4.1.1 A letter from the Contractor, on Contractor letterhead, identifying the brand name, manufacturer and material proposed for use; including a statement that all proposed materials meet the specification requirements. Obtain Owner's approval before placing orders.
- 1.4.1.2 Emergency contact information including phone numbers of principals, superintendent, foreman, and project manager.
- 1.4.1.3 Foreman's Statement (copy attached).
- 1.4.1.4 Material Safety Data Sheets (3 copies).
- 1.4.2 Submit with each Monthly Payment Application a fully executed Contractor's Affidavit of Payment of Debts and Claims, AIA G706, and Contractor's Affidavit of Waiver and Release of Liens, AIA G706A.
- 1.4.3 Submit to Architect within 2 weeks of project startup and which must be approved prior to Contractor's First Application for Payment:
  - 1.4.3.1 A copy of AIA Document G703 listing each phase of the work and its scheduled value for approval.
  - 1.4.3.2 Furnish Manufacturer's Certificates of Compliance with materials' specifications for materials to be incorporated into the work. Certificates are to be signed by a responsible officer of the manufacturing firm and notarized.
- 1.4.4 Submit to Architect upon completion of the work and prior to Contractor's Final Application for Payment:
  - 1.4.4.1 Certificate of Substantial Completion, AIA G704.
  - 1.4.4.2 List of Subcontractors by specialty, including address and telephone number.
  - 1.4.4.3 Consent of Surety to Final Payment, AIA G707.
  - 1.4.4.4 Final Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
  - 1.4.4.5 Final Contractor's Affidavit of Release of Liens, AIA G706A.
  - 1.4.4.6 Contractor's Waiver and Release of Liens Conditional Upon Receipt of Final Payment.
  - 1.4.4.7 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)
  - 1.4.4.8 Contractor's 2 Year Warranty to Owner, using form included in Project Specifications without alteration.
  - 1.4.4.9 Manufacturer's Specified 30 yr. Material Warranty to Owner.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 TIMING

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

### 3.2 REVIEW

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

END OF SECTION 01300

ENCLOSURE: Foreman's Statement Form





FOREMAN'S STATEMENT

A PROJECT MANUAL FOR THE

CENTRAL BUILDING METAL ROOF REPLACEMENT, PAINTING AND EXTERIOR REPAIRS

AT USC UNION

UNION, SC 29379

APRIL 2016

I, \_\_\_\_\_ (Print Name), an employee of

\_\_\_\_\_ (Print Contractor Name) hereby

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

By \_\_\_\_\_

Date \_\_\_\_\_

## SECTION 01340

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### PART 1 GENERAL

##### 1.1 SHOP DRAWINGS

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

## 1.2 PRODUCT DATA

- 1.2.1 On Contractor's letterhead, in a list form, submit a complete description of the materials to be used on the project, and a statement that all the listed items meet the requirements of the project specifications.
- 1.2.2 Submit each manufacturer's technical specifications and installation procedures for each major component required.
- 1.2.3 Minimum required components include acrylic resin and metal flashings, underlayment, metal roof panels, clips and fasteners.

## 1.3 RELATED SECTIONS

- 1.3.1 Section 01300 "Submittals."

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION 01340

SECTION 01400  
QUALITY CONTROL

PART 1 GENERAL

1.1 QUALITY CONTROL – CONTRACTOR

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

1.2 QUALITY CONTROL – OWNER

1.2.1 The Owner reserves the right, at his discretion, to retain the services of an independent construction monitoring representative to provide full or periodic inspection of the project. If Owner engages this service, the Contractor will be informed. Testing may be performed to determine any deficiencies in the assembly.

1.2.2 Work found in violation of the Specifications, or not in conformance with acceptable workmanship practices/standards, shall be subject to rejection, including complete removal and replacement with new materials at Contractor's expense.

1.2.3 Failure of Owner or Architect to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, or a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance of work or of material which is not strictly in accordance with the Contract, nor shall it be deemed a waiver by Owner or any of Owner's rights pursuant to this Contract or otherwise.

1.2.4 Contractor may be required to uncover work in-place to determine the quantity and quality of material and workmanship. Contractor photographs may or may not be accepted to validate fasteners, fastener frequency, unit price work, and other elements of the work concealed by project finishes.

1.3 QUALITY ASSURANCE

1.3.1 Roofing Contractor Qualifications: A Roofing Contractor experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Installer employing workers trained and approved by manufacturer. The Roofing Contractor shall be licensed as a specialty roofing contractor with at least 4 years of contracting experience in the type of work involved in this project, and must have performed work similar to the proposed scope of work. Evidence of qualifications must be available by the Contractor upon request of the Owner.

All subcontract trades to the Roofing Contractor must be licensed in their specialty trade area if specialty area is governed by SC Department of Labor,

Licensing and Regulation. Evidence of qualifications must be available by the Contractor upon request of the Owner.

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

#### 1.4 QUALITY CONTROL

- 1.4.1 **Owner Responsibilities:** Owner will provide inspections during the work. Such inspections may be daily or periodic.

- 1.4.2 **Contractor Responsibilities:** Contractor will provide a fully qualified, full-time project superintendent in addition to the working crew foreman. The crew foreman will be an English-speaking Foreman, who will be experienced in the application of the specified wall cladding system.

- 1.4.3 **Safety and Health Program:** Contractor shall have and maintain a written safety and health program in the form of a dedicated safety and health manual. The manual and program shall conform to applicable OSHA requirements. If requested by the Owner, a copy of the manual shall be made available to the Owner.

- 1.4.4 **Superintendent responsibilities will include, but are not limited to the following:**

1.4.4.1 Scheduling and coordination of the work;

1.4.4.2 Maintain daily log which will include quantities of unit price work;

1.4.4.3 Project safety, both general and specific to the daily activity;

1.4.4.4 Material delivery and storage;

1.4.4.5 Overall quality control regarding removals, preparations, and the installation of the new components;

1.4.4.6 Point of Contact with the Owner's designated point of contact and the Architect.

- 1.4.5 **Additional Contractor Responsibilities:** Unless otherwise indicated, provide quality-control inspections with Contractor's own work force. Repair or replace nonconforming work.

- 1.4.6 **Associated Services:** Cooperate with agencies performing inspections and similar quality-control services, and provide reasonable auxiliary services as requested. Provide the following:

1.4.6.1 Access to the Work.

1.4.6.2 Incidental labor and materials necessary to facilitate inspections.

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

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 REPAIR AND PROTECTION

- 3.1.1 General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

- 3.1.1.1 Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

- 3.1.2 Protect construction exposed by or for quality-control service activities.

END OF SECTION 01400

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.1 DESCRIPTION

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

##### 1.2 PRODUCT HANDLING

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

#### PART 2 PRODUCTS

##### 2.1 TEMPORARY UTILITIES

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

## 2.2 TEMPORARY FACILITIES

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

## 2.3 CONSTRUCTION AIDS

- 2.3.1 Roof Access: Generally, access to the work is anticipated to be from the building exterior. The Contractor shall be provided limited access to the roof through the building interior, unless otherwise directed by Owner. This is a VERY professional building. Contract workers will wear identifying ID's, and similar company branded shirts, have a clean pair of shoes on when they are traversing through the building.
- 2.3.2 Ladders: The Contractor shall remove all ladders from the work areas and site at the end of work each day. Ladders may be stored in a locked condition when not in use such that access to the roof is not possible.
- 2.3.3 Fire Extinguishers: Contractor shall provide adequate sized fire extinguishers for the project site.
- 2.3.4 Contractor is to insure all moving equipment has a "Kill Switch" or emergency stop button. Switch is designed to disengage movement of equipment instantly.
- 2.3.5 Enclosures: The Contractor shall provide fencing, barricades, warning signs, and all necessary safeguards to warn and prevent workers, pedestrians, and Owner's personnel from being exposed to dangers or hazards created by this project.
- 2.3.6 Protective Fencing: The Contractor shall enclose the debris removal area and hoisting area with portable chain link fencing a minimum height of 6'.
- 2.3.7 Temporary Construction: The Contractor shall furnish, install, and maintain for the duration of the project all scaffolds, ladders, tarpaulins, platforms, bridges, canopies, steps, and other temporary construction required to properly facilitate completion of the project in compliance with all safety and other regulations.
- 2.3.8 Signs: No signs or advertising of any kind shall be allowed on the project site unless approved in advance by Owner.
- 2.3.9 Parking: Contractor will have parking available in project manager designated spaces with each vehicle showing a project manager supplied University hangtag.

## PART 3 EXECUTION

Not Used.

END OF SECTION 01500



## SECTION 01560

### CONSTRUCTION CLEANING

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

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

#### PART 2 PRODUCTS

##### 2.1 MATERIALS AND EQUIPMENT

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

#### PART 3 EXECUTION

##### 3.1 PROGRESS CLEANING

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

##### 3.2 STORED MATERIALS

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

END OF SECTION 01560

## SECTION 01610

### STORAGE AND PROTECTION

#### PART 1 GENERAL

##### 1.1 FACILITY PROTECTION

- 1.1.1 Limit size of work sections to safeguard adjacent materials, structures, etc. and to minimize dust and noise.
- 1.1.2 Protect existing facilities from damage during work. Do not overload existing paving, curbs, sidewalks, etc. with vehicle traffic. Do not overload new or existing construction with demolition debris, equipment, new materials etc.
- 1.1.3 Protect existing facilities from fire. Contractor shall provide suitable and adequate fire extinguishers conveniently located on the premises at staging areas, storage areas, and at areas of equipment. Competent operators shall be in attendance at all times and shall be properly trained or instructed in fire protection.
- 1.1.4 Existing roofing to remain is not to be damaged during the construction associated with this contract. Everything brought to roof will have a minimum 1.5" thick layer of molded expanded polystyrene insulation under a minimum ¾" thick CDX plywood, barrier. All roof traffic and material storage/handling will be limited to extent of roof that has been covered. Extreme safety must be in place to prevent items from blowing off of roof.
- 1.1.5 Site and roof traffic shall be confined to work areas. Contractor shall be responsible for leaks that develop in traffic areas during and after Project completion. Grounds damaged by work shall be restored to pre-work condition and shall include, but is not limited to, hauling in new acceptable fill dirt material and reseeded of the affected site.
- 1.1.6 Contractor shall protect interior operations from adverse weather during exterior wall cladding operations. This requirement extends beyond the immediate project scope of work to adjacent contiguous building areas.
- 1.1.7 The Contractor is responsible and shall be held liable for any damages to the adjacent roof assemblies, building, building contents, its occupancy, grounds, or landscaping resulting from work under the Contract. In the event of damage, Contractor will restore property to a condition equivalent to that at the time the Project started. Restoration may be necessary to construction assemblies not specified in this project manual. In such cases, repair methods and materials are subject to approval by Owner.
- 1.1.8 The Contractor shall keep existing drainage facilities clear of debris during construction.

## 1.2 MATERIAL PROTECTION

- 1.2.1 Products shall be transported by methods which avoid damage. Damaged material shall be subject to rejection by the Architect.
- 1.2.2 Materials stored in open shall be placed on pallets with wood blocks underneath to provide ventilation.
- 1.2.3 It is the responsibility of the Contractor to ensure repair products are adequately protected from damage.
- 1.2.4 Damaged materials will be designated by spray painting and must be removed from the project site within 24 hrs.

## 1.3 STORAGE

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

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION 01610

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 GENERAL

##### 1.1 FINAL CLEANING

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

##### 1.2 Contractor Inspection and Punch-list Prior to Request for Substantial Completion

- 1.2.1 Contractor shall inspect all aspects of this project and prepare a punch-list of uncompleted and/or deficient work. All work and deficiencies will be corrected by Contractor before a Final Inspection is scheduled.

##### 1.3 FINAL INSPECTION

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

##### 1.4 WARRANTIES AND BONDS

- 1.4.1 Refer to Section 01740 "Warranties and Bonds" for requirements.

## 1.5 CLOSE-OUT

1.5.1 Final payment will be made to the Contractor only after the following have been submitted. Please provide (3) copies of each of the following documents.

1.5.1.1 Certificate of Substantial Completion, AIA G704.

1.5.1.2 List of Subcontractors by specialty, including address and telephone number.

1.5.1.3 Consent of Surety to Final Payment, AIA G707.

1.5.1.4 Contractor's Affidavit of Payment of Debts and Claims, AIA G706.

1.5.1.5 Contractor's Affidavit of Release of Liens, AIA G706A.

1.5.1.6 Roofing Contractor's Affidavit of Waiver and Release of Liens Conditional Upon Receipt of Final Payment.

1.5.1.7 Trip manifest and permits necessary for proper disposal of Asbestos Containing Material at a licensed landfill recognized by SCDHEC.

1.5.1.8 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)

1.5.1.9 Contractor's 2 Year Warranty to Owner.

1.5.1.10 Manufacturer's Warranty to Owner.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION 01700

## SECTION 01740

### WARRANTIES, INSURANCE, AND BONDS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

1.1.1 Upon completion of the work and prior to the final payment, the Contractor shall submit the following items to the Architect:

- 1.1.1.1 Copies of all manufacturers' punch lists and documentation of completion.
- 1.1.1.2 Copies of all punch lists prepared by the Architect and documentation of completion.
- 1.1.1.3 Contractor's 2 Year Watertight Warranty to Owner.
- 1.1.1.4 Metal Roofing Manufacturer's Material Warranty to Owner.
- 1.1.1.5 Asbestos Free Warranty

##### 1.2 RELATED SECTION

1.2.1 Submit all items required by this Section as part of Contract Closeout, Section 01700.

##### 1.3 WARRANTIES

1.3.1 Contractor's Warranty: Comply with the General Conditions of the Contract concerning warranties and bonds. The Contractor shall agree that the work covered under this Contract shall remain free from any water penetration and physical defects caused by defective workmanship or materials for a period of 2 years from the date of final acceptance by Owner. Warranty shall be in the form enclosed at the end of this section.

1.3.1.1 Emergency repairs to defects and leaks shall be performed within two working days of receiving notice from Owner. As soon as weather permits, permanent repairs and restoration of affected areas shall be accomplished in a manner in conformance with the original Contract requirements. This work shall be done without additional cost to the Owner, except if it is determined that such leaks and defects were caused by abuse, lightning, hurricane, tornado, hail storm, or other unusual phenomena.

1.3.1.2 In addition, the Contractor and Owner's representative shall conduct an inspection approximately 30 days prior to the end of the Contractor's warranty to determine the present physical condition of the wall cladding system. The Owner's representative shall then submit a written report as to the findings of this inspection. The Roofing Contractor, at his own expense, shall repair any defects covered under the scope of this contract.

1.3.1.3 The warranties shall also state that the Owner has the right, at any time

during the 2 year Contractor's warranty period and the Manufacturer's warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the first two years of the warranty period shall be borne by the Contractor and action by the Owner shall not invalidate the warranty.

#### 1.3.2 Metal Manufacturer's Warranty

1.3.2.1 Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace metal roofing materials that fail within specified warranty period.

1.3.2.2 Material Warranty Period: 30 years from date of Substantial Completion.

1.3.3 Asbestos Free Warranty: Contractor shall obtain and submit an ASBESTOS FREE WARRANTY from each subcontractor, material supplier, and equipment manufacturer upon completion of the work and prior to final payment. Each shall be in the form of that found at the end of this section and shall be properly executed and printed on the Contractors' or material and/or equipment suppliers' standard letterhead.

#### 1.4 INSURANCE AND BONDS

1.4.1 Reference Supplemental Conditions Page 5 Article 11 INSURANCE AND BONDS.

1.4.2 There is a requirement for a Bid Bond in an amount equal to 5% of the Contract Base Bid price issued by a surety authorized to do business in the State of South Carolina.

1.4.3 Successful Contractor shall be required to provide Performance Bond in the amount of 100% of the contract for construction issued by a surety authorized to do business in the State of South Carolina.

1.4.4 Successful Contractor shall be required to provide Labor and Materials Payment Bond in the amount of 100% of the contract for construction issued by a surety authorized to do business in the State of South Carolina.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.1 Roofing Installer's Warranty and Asbestos Free Warranties

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

END OF SECTION 01740

ENCLOSURES: Contractor's Two Year Warranty  
ASBESTOS FREE WARRANTY





( CONTRACTOR'S LETTERHEAD )  
TWO YEAR WARRANTY

Known all men by these presents, that we, (Insert Contractor Name), having installed self-adhered waterproof underlayment, underlayment, laminated asphalt and fiberglass shingles assembly, acrylic fluid applied roofing, wood restoration and painting, and associated work, and having accomplished certain other work on the **USC Union Campus Central Building** under contract between the **University of South Carolina** and (Insert Contractor Name), warrant to the **University of South Carolina** with respect to said work that for a period of two years from date of final acceptance of said work the laminated asphalt and fiberglass shingles assembly, including acrylic fluid applied roofing, metal and fluid applied flashings shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

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

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

We, (Insert Contractor Name), further agree that for a period of two years from date of final acceptance referred to above, we will make repairs at no expense to the Owner to any defects which may develop in the work including, but not limited to, blisters, wrinkles, ridges, splits and loose base flashing membrane and/or metal flashings, sheet metal lap joints and metal wall panel flashings in a manner compatible to the system and acceptable under industry standards and general practice.

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

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

CONTRACTOR:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_  
President (Owner)

\_\_\_\_\_   
Notary Public

Asbestos Free Warranty

Owner: University of South Carolina  
Location of Building: 309 East Academy Street, Union, SC 29379  
Name of Building: Central Building, University of South Carolina Union Campus  
Date of Substantial Completion: \_\_\_\_\_

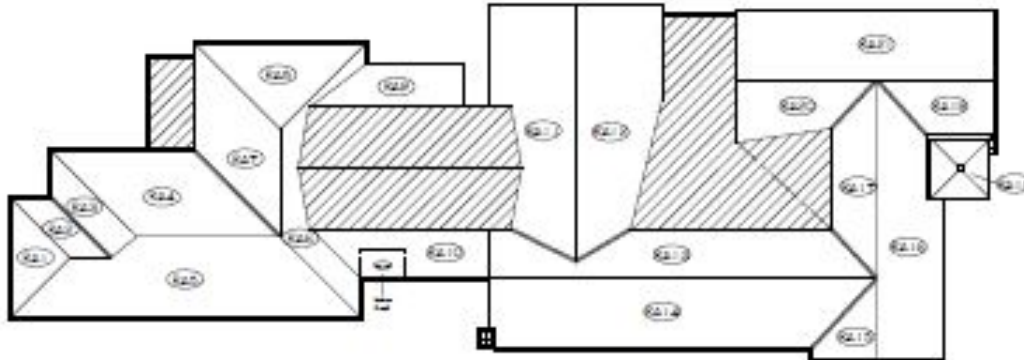
Know all men by these presents, that we, \_\_\_\_\_  
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)

having furnished labor, materials, equipment and/or supplies on RAs 6, 9, 10, and 10a; to include the removal of existing metal roofing assembly and limited laminated asphalt and fiberglass shingle roofing assembly and underlayments, preparations to the existing wood deck, and the new installation of waterproof underlayment, synthetic underlayment, limited laminated asphalt and fiberglass shingle assembly, metal and flexible sheet membrane flashings and associated roofing work from, to, and/or on the Central Building of USC Union Campus, 309 East Academy Street, Union SC as under contract between

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

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

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



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

WITNESS:

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

SECTION 06100  
ROUGH CARPENTRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1.2.1 This Section includes but is not limited to the following:

1.2.1.1 Wood blocking and nailers.

1.2.1.2 Plywood decking.

1.2.2 Related Sections include the following:

1.2.2.1 Division 7 Section 07 3110 "Asphalt Shingles".

1.2.2.2 Division 7 Section 07 4110 "Metal Roof Panels"

1.2.2.3 Division 7 Section 07 5910 "Reroofing Removals & Preparation".

1.3 DEFINITIONS

1.3.1 Lumber grading agencies, and the abbreviations used to reference them, include the following:

1.3.1.1 NLGA - National Lumber Grades Authority.

1.3.1.2 SPIB - Southern Pine Inspection Bureau.

1.3.1.3 ALSCBR - American Lumber Standards Committee Board of Review

1.4 SUBMITTALS

1.4.1 Material Certificates: Prior to start of work, submit Wood Preservative and Treatment Facility Certificate of Compliance with the material specifications of this section, signed by a responsible officer of the facility and notarized.

1.4.1.1 Certify as to Treatment Process; Treatment Chemical; and Chemical Retention.

1.4.1.2 Certify as to Moisture Content after post-treatment kiln drying.

## 1.5 QUALITY ASSURANCE

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

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- 2.1.1 Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 2.1.1.1 Lumber:

- 2.1.1.1.1 Boise Cascade Corporation.

- 2.1.1.1.2 Georgia-Pacific Corporation.

- 2.1.1.1.3 Louisiana-Pacific Corporation.

### 2.2 WOOD PRODUCTS, GENERAL

- 2.2.1 Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

- 2.2.1.1 Factory mark each piece of lumber with grade stamp of grading agency.

- 2.2.1.2 Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified.

- 2.2.1.3 Provide dressed lumber, S4S, unless otherwise indicated.

- 2.2.1.4 Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

### 2.3 PLYWOOD DECKING, BACKING PANELS AND BLOCKING

- 2.3.1 Miscellaneous Backing Panels: CDX, DOC PS 1, Exterior Exposure 1, C-D Plugged, 3/4-inch thickness indicated or, if not indicated, not less than 5/8 inch (12.7 mm) thick.

- 2.3.2 Sheathing: CDX, DOC PS 1, Exterior Exposure 1, C-D Plugged, thickness indicated or, if not indicated, not less than 5/8 inch (12.7 mm) thick.

- 2.3.3 Do not store sheathing outdoors or expose to moisture.

## 2.4 RANDOM LENGTH 1" X 6" WOOD SHEATHING

2.4.1 For wood decking boards, provide lumber with 19 percent maximum moisture content and of the following species and grades:

2.4.1.1 Mixed southern pine, No. 2 grade; SPIB.

## 2.5 MISCELLANEOUS LUMBER

2.5.1 For concealed boards, provide lumber with 19 percent maximum moisture content and of the following species and grades:

2.5.1.1 Mixed southern pine, No. 2 grade; SPIB.

2.5.2 Do not use material that is warped or does not comply with requirements for untreated material.

2.5.3 Application: Treat all rough carpentry that is in contact with concrete or masonry construction for use "above grade" to include, but not limited to, the following:

2.5.3.1 Nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, and waterproofing.

## 2.6 FASTENERS

2.6.1 Reference Division 7 Section 07 5910 "Roof Removals & Preparation.

2.6.2 All fasteners, connections, clips or strap anchors for preservative-treated wood shall be either hot-dipped zinc coated galvanized steel or stainless steel (Type 304 or 316 SS).

## PART 3 EXECUTION

### 3.1 INSTALLATION, GENERAL

3.1.1 Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate blocking and similar supports to comply with requirements for attaching other construction.

3.1.2 Separate any aluminum metal component from preservative treated lumber with minimum divorcing layer of 15 lb asphalt saturated building paper. Use appropriate ring-shank, stainless steel fasteners.

3.1.3 Never use aluminum fasteners with preservative treated wood. Only use hot-dipped galvanized or stainless steel fasteners with treated wood.

3.1.4 All wood nailers shall be of sufficient thickness so as to finish flush with the adjacent insulation. Securely anchor wood blocking with appropriate fasteners a minimum of two (2) for every 16". Perimeter wood blocking and at openings shall be a minimum nominal width of 6".

- 3.1.5 Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- 3.1.6 Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 3.1.6.1 Published requirements of metal framing anchor manufacturer.
  - 3.1.6.2 Table 2304.9.1, "Fastening Schedule," in the International Building Code.
- 3.1.7 For wood to wood connections use ring shanked, hot dipped galvanized nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

END OF SECTION 06 1000

SECTION 07311  
ASPHALT SHINGLES

PART 1 GENERAL

1.1 SUMMARY

1.1.1 This section is included to provide information for repairs to existing Architectural laminated asphalt and fiberglass shingles on RA 6 adjacent to the new metal roofing panel assembly on RAs 9 and 10.

1.1.2 This Section includes the following:

1.1.2.1 Synthetic underlayment.

1.1.2.2 Self-adhering bituminous sheet underlayment.

1.1.2.3 Asphalt shingles.

1.2 SUBMITTALS

1.2.1 Product Data: For each product indicated.

1.2.1.1 Samples: For asphalt shingles, synthetic underlayment and self adhering bituminous sheet underlayment.

1.2.1.2 Product test reports.

1.2.1.3 Research/evaluation reports.

1.3 QUALITY ASSURANCE

1.3.1 Source Limitations: Obtain Architectural shingles, synthetic underlayment and self-adhering bituminous sheet underlayment through one source from a single asphalt shingle manufacturer.

1.3.2 Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1.3.3 Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

1.3.4 Pre-installation Conference: Conduct conference at Project site.



## 1.4 WARRANTY

- 1.4.1 Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials within specified warranty period.
- 1.4.2 Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- 2.1.2 Products: Subject to compliance with requirements, provide one of the products specified.

### 2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- 2.2.1 Self-Sealing Random-Tab Multi-thickness Strip Asphalt Shingles: ASTM Specifications D 3018-90, Type I; D3161-86, Type-I; and E108-90.
- 2.2.2 Available Products:
  - 2.2.2.1 Timberline® HD Lifetime High Definition Shingles, manufactured by GAF.
    - 2.2.2.1.1 Color: To match existing from manufacturer's standard colors.
    - 2.2.2.2 Certaineed Corporation; to match GAF
    - 2.2.2.3 Owens Corning; to match GAF
  - 2.2.3 Tab Arrangement: Random-Tab Multi-thickness.

### 2.3 UNDERLAYMENT MATERIALS

- 2.3.1 Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 55-mil- (1.4-mm-) thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied. Such as GAF Weather Watch®.
- 2.3.2 Synthetic Underlayment: Water repellent, premium roof deck underlayment to meet or exceed ASTM D 226 or ASTM D 4869 and as approved by UL and the Florida Building Code. Material shall be DeckArmor® Roof Deck Protection as manufactured by GAF. Meets UL Class A fire rating when used with UL Class A rated roof covering.

### 2.4 ACCESSORIES

- 2.4.1 Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- 2.4.2 Roofing Nails: ASTM F 1667; 300 stainless-steel shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch-

(9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/4 inch (3 mm) through OSB or plywood sheathing.

2.4.2.1 Where nails are in contact with metal flashing, use nails made from same metal as flashing or stainless steel.

2.4.3 Felt Underlayment Nails: stainless-steel with low profile capped heads or disc caps, 1-inch minimum diameter.

## 2.5 METAL FLASHING AND TRIM

2.5.1 Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."

## PART 3 EXECUTION

### 3.1 UNDERLAYMENT INSTALLATION

3.1.1 Single-Layer Felt Underlayment: Install single layer of felt underlayment on roof deck perpendicular to roof slope in parallel courses. Lap sides a minimum of 2 inches over underlying course. Lap ends a minimum of 4 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with capped roofing nails.

3.1.1.1 Install felt underlayment on roof deck not covered by self-adhering sheet underlayment at eave condition. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches in direction to shed water. Lap ends of felt not less than 6 inches over self-adhering sheet underlayment. Apply self-adhering sheet underlayment over felt underlayment at rake conditions and ridges.

3.1.2 Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at eave, rake, valley and ridge locations, lapped in direction to shed water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within seven days.

### 3.2 METAL FLASHING INSTALLATION

3.2.1 General: Install metal flashings and other sheet metal to comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."

3.2.2 Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

### 3.3 ASPHALT SHINGLE INSTALLATION

- 3.3.1 Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- 3.3.2 Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed, at least 7 inches wide, with self-sealing strip face up at roof edge.
- 3.3.3 Extend asphalt shingles 1/2 inch over fascia at eaves and rakes.
- 3.3.4 Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with 6-inch or manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- 3.3.5 Fasten asphalt shingle strips with a minimum of four roofing nails located according to manufacturer's written instructions.
- 3.3.6 Open Valleys: Snap a chalks line on the shingle side of the valley center line over the full length of the valley flashing. Locate the upper and lower end 6" away from the valley center line. Shingles are applied toward the valley, trim the last shingle in the last course to fit the chalk line. Never use a shingle trimmed to less than 12" in length to finish a course running into the valley. Form a tight seal, cement the shingle to the valley lining with a 3" width of asphalt plastic cement. There should be no exposed nails along the valley flashing.

END OF SECTION 07 3110

## SECTION 07411

### METAL ROOF PANELS

#### PART 1. GENERAL

##### 1.1. SECTION INCLUDES

- 1.1.1. Shop Fabricated-formed, double-lock, standing-seam, copper, metal roof panels for cold roof assemblies.

##### 1.2. RELATED SECTIONS

- 1.2.1. Section 06100 – Rough Carpentry
- 1.2.2. Section 07591 – Reroofing Removals and Preparation
- 1.2.3. Section 07620 – Sheet Metal Flashing and Trim

##### 1.3. REFERENCES

- 1.3.1. ASTM B 32 – Standard Specification for Solder Metal.
- 1.3.2. ASTM C 165 – Standard Test Method for Measuring Compressive Properties of Thermal Insulations.
- 1.3.3. ASTM C 1248 – Standard Test Method for Staining of Porous Substrate by Joint Sealants.
- 1.3.4. ASTM D 968 – Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive.
- 1.3.5. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- 1.3.6. ASTM E 96 – Standard Test Methods for Water Vapor Transmission of Materials.
- 1.3.7. IBC – International Building Code.
- 1.3.8. UL 580 – Standard for Tests for Uplift Resistance of Roof Assemblies.
- 1.3.9. UL 1897 – Standard for Uplift Tests for Roof Covering Systems.

##### 1.4. SYSTEM DESCRIPTION

- 1.4.1. Sheet Metal Roofing System: Conform to criteria of:
  - 1.4.1.1. SMACNA "Architectural Sheet Metal Manual, Seventh Edition".

- 1.4.1.2. Revere Copper Products, Inc. "Copper and Common Sense, Eighth Edition".
- 1.4.2. Provide complete Double Lock Standing Seam metal panel system as indicated, including:
  - 1.4.2.1. Shop Fabricated-formed, copper, metal panels.
  - 1.4.2.2. Attachment components.
  - 1.4.2.3. Weather-resistive barrier materials.
- 1.5. SUBMITTALS
  - 1.5.1. Comply with Section 01300 – Submittals.
  - 1.5.2. Product Data: Submit panel manufacturer's product data. Provide details of construction relative to materials, dimensions of individual components and profiles, finishes, and panel manufacturers written and published installation instructions and installation guides. Basis of design is "Copper and Common Sense" as published by Revere Copper Products Inc.
  - 1.5.3. Shop Drawings: Submit installer's shop drawings including roof plans, elevations, sections, and details, indicating installation layout of metal roof panels with keyed references to termination points.
    - 1.5.3.1. Refer to Section 01340 "Shop Drawings, Product Data & Samples" for drawings to be submitted.
  - 1.5.4. Samples for Verification: Submit panel manufacturer's samples for each type of exposed component required, including:
    - 1.5.4.1. Metal Panel: Minimum 36" long by standard panel width, including finished seams. Include fasteners and cleats & transverse cleat.
    - 1.5.4.2. Trim and Closures: Sample of each type of trim, cleat and closure, including fasteners and components.
    - 1.5.4.3. Accessories: Sample of each type of accessory.
  - 1.5.5. Qualification Data: Submit qualification data for manufacturer and installer to demonstrate capabilities and experience.
  - 1.5.6. Warranties: Submit warranties from:
    - 1.5.6.1. Manufacturer – 30 yr. Materials Warranty.
    - 1.5.6.2. Installer – 5 yr. Watertight Warranty.
  - 1.5.7. Wind Uplift: Provide roof panel system including panel cleats and supports meeting requirements of ASCE STANDARD 7-05 (Minimum Design Loads for

Buildings and Other Structures) for wind uplift resistance over a solid substrate. Design wind speed shall be 90 mph.

## 1.6. QUALITY ASSURANCE

- 1.6.1. Panel Manufacturer's Qualifications: Manufactured a minimum of 250,000 square feet of metal roof panels of similar type to that specified.
- 1.6.2. Installer's Qualifications:
  - 1.6.2.1. Engage an experienced installer who has completed metal roof panel installation similar in material, design, forming method, and extent to that indicated for this Project and with a record of successful in-service performance.
  - 1.6.2.2. Provide evidence of installer's participation in panel manufacturer's training course.
- 1.6.3. Metal Roof Panel Standard: Comply with manufacturer's written and published instructions.
- 1.6.4. Mock-ups:
  - 1.6.4.1. Before installing metal roof panels, construct mock-ups. Verify selection made under sample submittals and demonstrate aesthetic effects and qualities of materials and execution as required by Architect.
  - 1.6.4.2. Build mock-ups to comply with the following requirements:
    - 1.6.4.2.1. Construct mock-ups in location and of size (minimum 6'x4') as directed by Architect.
    - 1.6.4.2.2. Receive approval of mock-ups by Architect in writing.
    - 1.6.4.2.3. Approval of mock-ups does not constitute approval of deviations from the Contract Documents contained in mock-ups, unless such deviations are specifically approved by Architect in writing.
    - 1.6.4.2.4. Approved mock-ups may become part of the completed Work, if undisturbed at time of Substantial Completion and approved by Architect in writing.

## 1.7. DELIVERY, STORAGE, AND HANDLING

- 1.7.1. Delivery:
  - 1.7.1.1. Inspect delivered materials within 5 days from date of delivery. Report damaged materials to panel manufacturer within 5 days.

- 1.7.1.2. Deliver materials to site in panel manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and panel manufacturer.
- 1.7.1.3. Deliver materials so as not to be damaged or deformed.
- 1.7.1.4. Package metal panels for protection during transportation and handling.
- 1.7.1.5. Leave strippable protective UV-resistant film on metal panels.
- 1.7.2. Storage and Handling:
  - 1.7.2.1. Store materials in clean areas in accordance with manufacturer's written and published instructions and installation guides.
  - 1.7.2.2. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

## 1.8. PROJECT CONDITIONS

- 1.8.1. Weather Limitations: Install metal roof panels only when weather conditions permit installation in accordance with manufacturer's written and published instructions and installation guides.

## PART 2. PRODUCTS

### 2.1. MANUFACTURER

- 2.1.1. Metal Panel System Manufacturer: Such as
  - 2.1.1.1. Revere Copper Products, Inc.
  - 2.1.1.2. Hussey Copper, Ltd.
  - 2.1.1.3. Luvata, Inc.
  - 2.1.1.4. PMX Industries Inc.

### 2.2. METAL ROOF PANELS

- 2.2.1. Metal: Copper Double Lock Standing Seam" Shop Fabricated-formed, copper-, metal roof panel.
  - 2.2.1.1. Copper: 16 oz. & 20 oz copper sheets coil conforming to ASTM B370. Temper shall be H00 mil finished
  - 2.2.1.2. Weight and Thickness: 16 oz. (0.0216-inch thick) (0.55-mm)  
20 oz. (0.0270-inch thick) (0.69-mm)

2.2.1.3. Surface Aspect:

2.2.1.3.1. Copper: "CLASSIC COPPER". Bare/bright produced to ASTM B370 mill finished.

2.2.1.4. Dimensional Tolerances:

2.2.1.4.1. Coverage: Plus or minus 1/8 inch.

2.2.1.4.2. Flatness at Maximum Deflection: 1/4 inch on 36 inches.

2.2.1.4.3. Curvature: No tolerance.

2.2.2. Metal Roof Panels:

2.2.2.1. Shop Fabricated formed rectangular shaped standing seam, concealed fastener, roof panel system.

2.2.2.2. Panels are overall 16 3/4" x specified length. Panels are secured with concealed fastener and cleat system.

2.2.2.3. Standing seam height is 1 inch.

2.3. THERMAL INSULATION

2.3.1. Insulation: None used for this project.

2.4. CLEATS AND FASTENERS FOR METAL ROOF PANELS

2.4.1. Cleats:

2.4.1.1. Same weight copper as the copper metal roofing panel.

2.4.1.2. Pre-punched with two fastener holes per cleat for attachment into substrate.

2.4.1.3. Counter-sunk hole for fastener.

2.4.1.4. Thickness: 16 oz (0.0216-inch thick) (0.55-mm) 20 oz (0.0270-inch thick) (0.69-mm)

2.4.1.5. Designed to withstand negative load requirements.

2.4.2. Fasteners:

2.4.2.1. 300 series stainless steel.

2.4.2.2. Resist negative design requirements.



## 2.5. ACCESSORIES

### 2.5.1. Flashing and Trim:

- 2.5.1.1. Shop or Field-fabricated from copper sheets.
- 2.5.1.2. Minimum Thickness: 16 oz (0.0216-inch thick) (0.55-mm) 20 oz (0.0270-inch thick) (0.69-mm)
- 2.5.1.3. Seal against weather.
- 2.5.1.4. Provide finished appearance.
- 2.5.1.5. Provide pull-out resistance and flatness.
- 2.5.1.6. Match surface aspect of adjacent metal roof panels.
- 2.5.1.7. Backer plates: Provide metal backing plates at panel edges, terminations, openings, splices, and where recommended by manufacturer, consisting of Copper or stainless steel sheet goods formed in configuration and thickness recommended by manufacturer.
- 2.5.1.8. Cleats: 16 oz & 20 oz copper to match weight of metal component.

### 2.5.2. Exposed Fasteners:

- 2.5.2.1. Copper Rivets suitable to withstand design loads.

### 2.5.3. Solder and Stripping for Accessories:

- 2.5.3.1. Solder for Copper: Lead free such as #497 super flow as manufactured by Johnson Manufacturing Co. Princeton, Iowa and as recommended by panel manufacturer.
- 2.5.3.2. Stripping:
  - 2.5.3.2.1. Johnson's E-127 Flux - N - Solder with Pure Tin soldering flux.
  - 2.5.3.2.2. Abrasive disc for removal of backside coating.

## PART 3. EXECUTION

### 3.1. PREPARATION

- 3.1.1. Refer to Section 07591 Reroofing Removals and Preparation for work required to remove the existing roof system, and preparations required to receive new roofing.

- 3.1.2. General: After removal of existing roof system and deck preparation is complete; remove all dirt, dust, debris and foreign substances from the surface of the existing or new plywood sheathing composite board, prior to commencement of roofing.
- 3.1.3. Examine roof deck to verify deck is in sound condition without visible damage.

### 3.2. EXAMINATION

- 3.2.1. With installer present, examine substrates, areas, and conditions for compliance with requirements for installation tolerances, supports, and other conditions affecting performance of work.
  - 3.2.1.1. Verify that substrate is plumb, sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for piping, flashings, and penetrations through roof panel system.
  - 3.2.1.2. Examine primary and secondary roof framing to verify that framing, sheathing, roof deck, and anchorages have been installed correctly.
  - 3.2.1.3. Prepare written report, endorsed by installer, listing conditions detrimental to performance of Work of this section. Submit copy of report to Architect.
- 3.2.2. Examine roughing-in for components and systems penetrating roof to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- 3.2.3. Proceed with installation only after unsatisfactory Shop Fabricated conditions have been corrected.

### 3.3. INSTALLATION

- 3.3.1. Install metal roof panel in accordance with manufacturer's written and published instructions and installation guides.
- 3.3.2. Install panels in orientation and locations indicated on the Drawings.
  - 3.3.2.1. Locations include, but are not limited to:
    - 3.3.2.1.1. Corners.
    - 3.3.2.1.2. Bases.
    - 3.3.2.1.3. Framed openings.
    - 3.3.2.1.4. Fascias.

- 3.3.2.1.5. Fillers.
- 3.3.2.1.6. Starter and termination edge trims.
- 3.3.2.1.7. Junction and reveal trims.
- 3.3.2.1.8. Starter and termination trims.
- 3.3.2.1.9. Z closure trims.
- 3.3.3. Install metal roof panels plumb, level, square, true to line, and within installation tolerances.
- 3.3.4. Panel Installation:
  - 3.3.4.1. Install the roof panels, starting at the lowest point, or bottom starter flashing.
  - 3.3.4.2. Attach the roof panels with concealed cleats and supplied screws at 12" OC. Anchor panels and other components of the work securely in place, with provisions for thermal and structural movement.
  - 3.3.4.3. Cut the roof panels with cutting shears to accommodate terminations, and placement around penetrations, and discontinuities. Do not field-cut metal panels by torch.
  - 3.3.4.4. Fasten roof panels in accordance with manufacturer's written and published instructions and installation guides.
  - 3.3.4.5. Flash and seal the metal panels with weather closure at termination, edges and at perimeter of openings.
  - 3.3.4.6. Install flashing and trim as metal panel installation proceeds.
  - 3.3.4.7. Fasten flashings and trim around openings and similar elements.
  - 3.3.4.8. Do not allow construction debris to contaminate metal roof panels.
- 3.3.5. Fasteners: Use fasteners of type and size that will secure roof components in compliance with design load requirements.
- 3.3.6. Provide concealed fasteners and expansion provisions, where possible, in exposed work and locate to minimize possibility of leakage.
- 3.3.7. Provide concealed fasteners and expansion provisions, where possible, in exposed work and locate to minimize possibility of leakage.
- 3.3.8. Metal Protection: Do not install roof panel system with non-compatible materials. Protect the metal roof panels from masonry and products

containing lime by leaving the protective coating on the copper until project and clean-up completion.

#### 3.4. FM RATED ROOF ASSEMBLIES:

3.4.1. Install roof panels, fasteners and accessories as required to achieve the FM rated assembly. Include performance requirements as required for wind-uplift.

3.4.2. Wind-Uplift Rating: FM 1-90.

3.4.3. Wind-Uplift Resistance:

3.4.3.1. Provide metal roof panel system capable of resisting design pressures as specified and as indicated on the Drawings.

3.4.3.2. Provide cleats, fasteners, and clip spacing of type as specified and as indicated on the Drawings capable of sustaining design loads without failure.

3.4.4. Thermal Movements:

3.4.4.1. Provide metal roof panel system that allows for thermal expansion and contraction using concealed cleats and fasteners as necessary to prevent roof panel deflection and warping.

3.4.4.2. Provide cleats that resist rotation and avoid shear stress as a result of metal roof panel system thermal movements.

3.4.4.3. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

#### 3.5. TOLERANCES

3.5.1. Installation Tolerances:

3.5.1.1. Maximum Alignment per Panel Variation: 1/8 inch.

#### 3.6. CLEANING

3.6.1. Clean exposed metal surfaces in accordance with manufacturer's written and published instructions and installation guides.

3.6.2. Clean and neutralize flux materials. Remove excess solder.

3.6.3. Clean finished surfaces on completion of metal roof installation, including removing unused fasteners, metal filings, rivet stems, and pieces of flashing.

3.6.4. Maintain metal roof panels in clean condition during construction.

3.7. PROTECTION

- 3.7.1. Protect installed metal roof panel system to ensure that, except for normal weathering, panel system will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

## SECTION 07591

### REROOFING REMOVALS & PREPARATION

#### PART 1 GENERAL

##### 1.1 SUMMARY

1.1.1 This Section includes the following:

1.1.1.1 Existing Steep Sloped Roof System Assembly Removals

1.1.1.2 Deck Preparation

1.1.1.3 Disposal

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE

1.2.1 Allowances: Refer to Division 1 Section "Cash Allowances" for description of Work in this Section affected by allowances.

1.2.2 Unit Prices: Refer to Division 1 Section "Measurement and Payment" for description of Work in this Section affected by unit prices.

##### 1.3 SUBMITTALS

1.3.1 Product Data: Reference Section 01300 "Submittals."

1.3.2 Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

##### 1.4 QUALITY ASSURANCE

1.4.1 Installer Qualifications: Reference Section 01400 "Quality Control."

1.4.2 Pre-roofing Conference: Prior to the work beginning conduct a pre-construction conference with the Owner and Architect on-site with the Contractor's project foreman and project manager in attendance.

##### 1.5 PROJECT CONDITIONS

1.5.1 Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

1.5.2 Coordinate work activities daily with Owner so Contractor can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired.

- 1.5.3 Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.
- 1.5.4 Protect building to be reroofed, building interiors, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations. Repair affected areas to original existing condition previous to reroofing project.
- 1.5.5 Protect occupants and property below roofing activity at all times until work overhead is complete to the point that protection is no longer required.
- 1.5.6 Maintain access to existing walkways, corridors and other occupied or used facilities.
  - 1.5.6.1 Do not close or obstruct walkways, corridors and other occupied or used facilities without written permission from authorities having jurisdiction.
- 1.5.7 Limit construction loads on roof to 20 lbs/SF for uniformly distributed loads which includes rooftop equipment wheel loads.
- 1.5.8 Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

## PART 2 PRODUCTS

### 2.1 AUXILIARY REROOFING MATERIALS

- 2.1.1 General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing systems.
- 2.1.2 Wood blocking to wood substrate: Stormguard® stainless steel ring shanked or spiral decking nails with minimum 3/8" head as manufactured by Maze Nails.

## PART 3 EXECUTION

### 3.1 GENERAL REQUIREMENTS

- 3.1.1 Protect existing roofing systems that are indicated not to be reroofed.
- 3.1.2 Maintain roof drainage path in functioning condition to ensure roof drainage at end of each workday.
- 3.1.3 Storage or sale of removed items or materials on-site will not be permitted.
- 3.1.4 Utility Service: Maintain existing utilities in service and protect them against damage during the selective demolition operations.

- 3.1.4.1 Maintain security and fire protection facilities in service during selective demolition operations.
- 3.1.4.2 When unanticipated mechanical, electrical or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit in writing a report to the Architect.
- 3.1.4.3 Verify that rooftop utilities and service piping have been shut off before commencing work which may not be safe if service is left on.
- 3.1.4.4 Coordinate shutdown or disconnect of rooftop utilities or service piping with Owner, no less than 72 hours before shutdown or disconnect area scheduled.
- 3.1.5 Site Access and Temporary Controls: Conduct removals, preparations and roofing installation operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 3.1.5.1 Do not close or obstruct roads, streets, walks, walkways and other adjacent occupied and used facilities without written permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  - 3.1.5.2 Erect temporary protection where required by authorities having jurisdiction.
- 3.1.6 Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 3.1.6.1 Provide Temporary toilet facilities on site in location to be determined by Owner and Architect.
- 3.2 EXISTING STEEP SLOPED ROOF SYSTEM ASSEMBLY REMOVALS
  - 3.2.1 Remove existing metal panel roof assembly and other roofing system components, down to the surface of the existing wood roof deck, and discard.
  - 3.2.2 Remove and discard sheet metal flashing and counter flashings.
  - 3.2.3 Remove or repair any obstruction which may interfere with the proper application of new materials.
- 3.3 DECK PREPARATION
  - 3.3.1 Wood Deck
    - 3.3.1.1 Inspect roof deck, daily, during and after tear-off of metal panel roofing system. Provide fall-thru protection over known or suspected areas of deteriorated roof deck



- 3.3.1.2 Fasten all loose wood decking to wood framing using two stainless steel fasteners per framing member.
- 3.3.1.3 Remove any existing deteriorated wood deck and replace with new wood deck to match existing thickness.
- 3.3.1.4 Do not proceed with installation of new roof decking until directed to do so by Architect or Owner. If found necessary, remove and replace wood decking. See Section 01010 of these specifications for Unit Price Quantities to include in Base Bid for wood deck replacement.

#### 3.4 PAINT REMOVALS

- 3.4.1 Place protective tarpaulins at grade below areas where work is taking place to catch any lead containing paint chips which may flake off during soffit and soffit paint removals.
- 3.4.2 Loose paint chips must be collected at the end of each work day and stored in a sealed container until they can be safely disposed of at an appropriate landfill. All paint which is well bonded to the existing wood soffits being removed can be disposed of as normal construction debris.

#### 3.5 PAINT PREPARATIONS

- 3.5.1 After designated existing damaged and deteriorated wood has been removed, inspect existing wood to remain for signs of deterioration or rot.
- 3.5.2 Prime and paint all wood fascias and soffits in accordance with specification Section 09100.

#### 3.6 DISPOSAL

- 3.6.1 Collect and place demolished materials in containers daily. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- 3.6.2 For Asbestos Containing Material (ACM) use protocol as required by all regulatory agencies having jurisdiction. Utilize disposal site as selected by the Owner.
- 3.6.3 Do not burn demolished material on site.
- 3.6.4 Transport demolished materials off Owner's property and dispose of legally.

END OF SECTION 07591

## SECTION 07620

### FLASHING AND SHEET METAL

#### PART 1 GENERAL

##### 1.1 WORK INCLUDED

- 1.1.1 Fabrication and installation of new metal edge trim.
- 1.1.2 Fabrication and installation of new metal rake flashings.
- 1.1.3 Fabrication and installation of new metal counter flashing.
- 1.1.4 Fabrication and installation of new metal slope transition flashing.
- 1.1.5 Fabrication and installation of new valley flashing.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE

- 1.2.1 Rough Carpentry – Section 06100
- 1.2.2 Asphalt Shingles – Section 07311
- 1.2.3 Metal Roof Panels – Section 07411
- 1.2.4 Reroofing Removals & Preparations – Section 07591

##### 1.3 QUALITY ASSURANCE

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

##### 1.4 SHOP DRAWINGS

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

## 1.5 SUBMITTALS

1.5.1 Refer to Shop drawings, Product Data and Samples - Section 01340

## 1.6 STORAGE AND HANDLING

1.6.1 Store materials dry in accordance with Specifications.

1.6.2 Stack material to prevent twisting, bending, or abrasion.

1.6.3 During storage prevent material contact with any substance that would discolor or stain, including soil and water.

## 1.7 SCHEDULING

1.7.1 All new sheet metal work shall be closely coordinated with the installation of the new roofing membrane such that roofing membrane terminations will not be left unprotected by metal.

1.7.2 New sheet metal components shall be installed directly after roofing work such that roofing membrane terminations will not be left unprotected by metal.

1.7.3 Immediately after installation of new sheet metal work install all bituminous flashings such that moisture is not trapped under new metal components.

## 1.8 GUARANTEE

1.8.1 All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the contractor to maintain all sheet metal flashing in a watertight condition without cost to the Owner for a period of two (2) years after date of final completion.

## PART 2 PRODUCTS

### 2.1 SHEET METAL MATERIAL

2.1.1 Copper Sheet: Copper sheets conforming to 16 oz copper sheets coil conforming to ASTM B370. Note: Divorce from any preservative treated lumber with at a minimum one layer of 15 Lb. asphalt saturated felt.

2.1.2 Stainless steel: 24 gage, Type 302/304 Mill Rolled Finish No.2D or 2B, Conforming to ASTM A167, Federal Specification QQ-S-766C.

2.1.3 Solder for Stainless Steel: Solder joints with stainless steel type flux, 50/50 solder, neutralize flux after soldering.

#### 2.1.4 METAL COMPONENT WEIGHT & FINISH SUMMARY:

2.1.4.1 Metal Edge Trim 16 oz copper

2.1.4.2 Metal Rake Flashings 16 oz copper

2.1.4.3	Counter Flashing	16 oz copper
2.1.4.4	Slope transition Flashing	16 oz copper
2.1.4.5	Valley Flashing	20 oz copper
2.1.4.6	Panel Outside Closures	20 oz copper
2.1.4.7	Panel Cleat	16 oz copper
2.1.4.8	Locking Cleat	20 oz copper

## 2.2 ACCESSORY MATERIALS

2.2.1 All clamps, straps and supports to be 16 oz copper unless otherwise designated.

2.2.2 Nails: Shall be stainless steel ring shank nails, size as required by construction.

2.2.3 Caulking: Sealant shall be Sikaflex - 1a, manufactured by Sika Corporation; Chem-Calk 900, manufactured by Bostik, Inc.; or Sonolastic NP-1, manufactured by Sonneborn Building Products or approval equal. Color shall be selected by Owner.

2.2.4 CLEANER: For Sikaflex 1a, cleaner shall be Xylol, Toluol, Methyl ethyl ketone or commercial solvent recommended by the sealant manufacturer.

2.2.5 PRIMER: Shall be as recommended by sealant manufacturer.

2.2.6 Flexible Vinyl Flashing: Shall be 20 mil PVC, width as required, such as that manufactured by BMCA, a division of GAF.

## PART 3 EXECUTION

### 3.1 INSPECTION

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

### 3.2 REMOVAL

3.2.1 Reroofing Removals & Preparations – Section 07591

### 3.3 FABRICATION AND INSTALLATION

3.3.1 All Sheet Metal Requirements and Details are referenced to SMACNA “Architectural Sheet Metal Manual, Seventh Edition”.

3.3.2 Install shop formed metal edge trim and counter flashings in 10 foot lengths,

maximum, with a minimum number of pieces for each straight run. Adjust joint spacing so that no metal fabrication less than 5' in length is required.

- 3.3.3 Form sections square, true, and accurate to size, free from distortion, sharp edges, and other defects detrimental to appearance or performance.
- 3.3.4 Junctures, intersections, corners, and unions of sheet metal fabrications shall be formed with 18-inch legs.
- 3.3.5 Dissimilar metals shall be kept separated to prevent galvanic action. Preventative measures shall include separation by suitable electrolysis breaking material.
- 3.3.6 Separate any metal components from preservative treated lumber with a minimum divorcing layer of 15 lb. asphalt saturated building felt. NEVER USE ALUMINUM FASTENERS IN PRESERVATIVE TREATED LUMBER.
- 3.3.7 All metal flanges shall be installed on top of membrane in accordance with membrane manufacturer's written installation instructions.
- 3.3.8 Flash in metal flanges per roofing system manufacturer's written recommendations unless in conflict with contract documents and/or detail drawings. Resolve any conflict with Architect, prior to installation of stripping plies.
- 3.3.9 Install metal to be water and weather tight with lines, arises, and angles sharp and true with plane surfaces free of waves or buckles.
- 3.3.10 All exposed edges of sheet metal shall be folded back, or hemmed, on concealed surfaces (minimum 1/2").
- 3.3.11 All hemmed edges to be engaged in locking cleats shall have 3/4" hem with a folded back return of 5/8". Hem angle maximum 30°. Reference SMACNA "Architectural Sheet Metal Manual - Seventh Edition" Figure 2-1 Detail 1.
- 3.3.12 All locking cleats to be 20 oz copper.

#### 3.4 FABRICATION AND INSTALLATION OF NEW METAL EDGE TRIM

- 3.4.1 Form metal edge trim in accordance with project drawings and SMACNA "Architectural Sheet Metal Manual - Seventh Edition" Figure 4-18D at eaves and Figure 4-18C at rakes.
- 3.4.2 At eaves, set metal edge fascia under self-adhering waterproof underlayment and felt underlayment.
- 3.4.3 At rakes, set metal edge fascia over self-adhering waterproof underlayment.
- 3.4.4 Fasten metal edge trim with stainless steel ring shanked roofing nails placed 6" OC.
- 3.4.5 Locking cleats are to be one gage heavier than the slope transition flashing and fastened to the substrate with fasteners spaced 3" O.C., staggered.

### 3.5 FABRICATION AND INSTALLATION OF NEW METAL RAKE FLASHINGS

- 3.5.1 Form and install new rake flashings in accordance with project drawings and SMACNA "Architectural Sheet Metal Manual - Seventh Edition" Figure 6-18 Gable Rake Flashing - Roof Pan Edge B.
- 3.5.2 At rakes, fix rake flashing vertical leg to existing masonry or stucco wall cladding with stainless steel drive pins and lock over roof panel edge and panel cleats continuously from eave to ridge.
- 3.5.3 At eave termination, fold metal to create a 2" kick-out into existing gutter.

### 3.6 FABRICATION AND INSTALLATION OF NEW METAL COUNTER FLASHING

- 3.6.1 Form and install new counter flashing metal in accordance with project drawings and SMACNA "Architectural Sheet Metal Manual - Seventh Edition" Figure 4-4 Counter Flashings System Installation Detail 1 Figure 4-4B.
- 3.6.2 Fabricate metal with lap in joints a minimum of 3 inches and lock joints. Notch and lap counter flashing sections a minimum of 3 inches.
- 3.6.3 At masonry walls, prior to the installation of spring locked counter flashings, saw cut a raggle  $\frac{1}{4}$ " x  $1\frac{1}{2}$ " deep into masonry at the appropriate elevation. Install counter flashing and provide lead wedges at 18" O.C. Fill void solid with approved sealant.

### 3.7 FABRICATION AND INSTALLATION OF NEW METAL SLOPE TRANSITION FLASHING

- 3.7.1 Form and install new metal slope transition flashing in accordance with project drawings.
- 3.7.2 Metal roofing panel outside closures are to be 20 oz copper and soldered to the substrate metal roof panel pan and ribs.
- 3.7.3 Install new slope transition flashing flange with fasteners 3" O.C. over the existing flexible sheet membrane roofing after engaging the hemmed edge of the slope transition flashing to the panel outside closure top flange.
- 3.7.4 Use maximum 10' sections with minimum number of sections in each straight run. Form 4" lap seam at ends of sections and seal with 1" triple bead butyl sealant tape.
- 3.7.5 Strip the top flange of the slope transition flashing off with 60ml EPDM flashing material. Provide cut edge sealant to both edges of stripping ply.

### 3.8 FABRICATION AND INSTALLATION OF NEW METAL VALLEY FLASHING.

- 3.8.1 Form and install new copper metal valley flashing in accordance with project drawings and SMACNA "Architectural Sheet Metal Manual - Seventh Edition" Figure 6-7 Detail 9.

- 3.8.2 Prior to installation of valley flashing, install two (2) 36" wide plies of Self Adhering Waterproof Underlayment (SAWU) parallel to the valley with the first course starting 12" across the centerline of the valley and extending 24" upslope on the opposite side of the valley. Similarly, take the second ply and start it 12" down from the long side of the first ply and extend it across the centerline of the valley and 24" upslope on the opposite slope.
- 3.8.3 Install valley flashing from eave to ridge with 6" minimum end laps and three rows of sealant perpendicular to the valley slope inside each lap.
- 3.8.4 Secure valley flashing with interlocking 20 oz copper cleats. Attach cleats at 8" OC each side of the valley and secure each cleat with (2) Stainless Steel # 10 pancake head 1.25" wood screws.

END OF SECTION 07 6200

## SECTION 09900

### PAINTING

#### PART 1 GENERAL

##### 1.1 RELATED WORK SPECIFIED ELSEWHERE

###### 1.1.1 Section 07591 Removals and Preparation

##### 1.2 SUBMITTALS

###### 1.2.1 Product Data

1.2.1.1 Submit complete list of products proposed for use to Architect at least 30 days prior to commencement of painting work.

1.2.1.2 Indicate manufacturer, brand name, quality, and type paint for each surface to be finished.

1.2.2 Color samples: Submit two sets of color samples from paint/coating manufacturers' standard colors, for color selections by Architect.

###### 1.2.3 Brush-outs

1.2.3.1 Following issuance of final color schedule, prepare actual brush-outs for each paint, stain, or finish specified.

1.2.3.2 Submit brush-outs in duplicate; minimum size of 120 sq. in.

1.2.3.3 Apply products in number of coats specified for actual work.

##### 1.3 DELIVERY, STORAGE AND HANDLING

###### 1.3.1 Delivery

1.3.1.1 Deliver materials to protect site ready-mixed in original containers with labels intact.

1.3.1.2 Provide labels bearing manufacturer's name, paint type, color, and recommended installation and reducing procedures.

###### 1.3.2 Storage and handling

1.3.2.1 Store materials where directed by the Owner.

1.3.2.2 Maintain neat, clean conditions in storage area; remove rags and waste materials at end of each day's work.

1.3.2.3 Close containers at end of day's work. Leave no materials open.



## 1.4 JOB CONDITIONS

### 1.4.1 Environmental requirements

1.4.1.1 Comply with manufacturer's recommendations regarding environmental conditions under which materials may be applied.

1.4.1.2 Apply no materials in spaces where dust is being generated.

1.4.2 Protection: Cover finished work of other trades, prefinished items, and surfaces not being painted concurrently.

### 1.4.3 Safety precautions

1.4.3.1 Provide temporary fire protection equipment in materials storage area.

1.4.3.2 Prohibit smoking in storage area.

## 1.5 SCOPE OF WORK

1.5.1 Exterior Wood: All exposed exterior wood surfaces including existing and new wood fascias, soffits and trim (Except the Phase II wood associated with the Cupula Conservation at RA 18).

## PART 2 PRODUCTS

### 2.1 PAINTING MATERIALS

2.1.1 Acceptable manufacturers: Except as otherwise noted, products specified as a standard of quality and color are manufactured by Sherwin-Williams Co. Products of the following manufacturers equal in type, quality, and color are acceptable for use, subject to approval of product list by Architect.

2.1.1.1 Rose-Talbert Paints

2.1.1.2 Devoe Paint

2.1.2 Where products other than those of the manufacturer listed as the standard quality are specified in the Painting Schedule, such products have been selected to achieve specific results and substitutions will be allowed only if specifically approved by the Architect.

### 2.1.3 Miscellaneous materials

2.1.3.1 Paint thinners and tints shall be products of same manufacturer as paints or if approved by manufacturer for use with his products.

2.1.3.2 Shellac, turpentine, patching compounds, and similar materials required for execution of work shall be pure, best quality products.

2.1.4 Paint color will be White to match the existing.

## PART 3 EXECUTION

### 3.1 PREPARATION

- 3.1.1 Surfaces to receive finishes shall be free of debris, oils, dust or other deleterious materials.
- 3.1.2 Lumber and Painted wood surfaces
  - 3.1.2.1 Knots and resinous sapwood sealed with a mixture of one part four pound cut shellac to one-part shellac thinner prior to application of first paint or stain coat.
  - 3.1.2.2 For surfaces to be painted, fill nail holes, cracks, joints and defects with spackling compound. Apply after first coat of paint.
  - 3.1.2.3 Sand surfaces smooth except where rough-sawn surfaces are indicated. Dust to remove debris.
  - 3.1.2.4 For previously painted surfaces, remove dirt, debris and chalking by washing with detergent and water. Sand glossy surfaces. Remove loose paint, blisters, and other substances (e.g. spilled roofing adhesive) by scraping and sanding.
  - 3.1.2.5 Treat mildewed surfaces with a solution of one-quart hypochlorite bleach to a half cup of detergent to one-gallon water. Rinse and allow to dry prior to painting.

### 3.2 APPLICATION

- 3.2.1 Apply paint, sealers and spackles only when moisture content of surfaces is 15% or less for exterior wood.
- 3.2.2 Apply paint materials using clean brushes, rollers, or spraying equipment.
- 3.2.3 Apply materials at rate stated on label placed on can by paint manufacturer for type surface being painted.
- 3.2.4 Comply with manufacturer's recommendations for drying time between coats.
- 3.2.5 Sand and dust between coats to remove defects visible from a distance of 5'-0".
- 3.2.6 Finish coats shall be smooth, free of brush marks, streaks, laps or pileup of paint.
- 3.2.7 Do not apply additional coats until completed coat has been inspected by Architect. Only inspected coats of paint will be considered in determining number of coats applied.
- 3.2.8 Make edges of paint adjoining other materials or colors clean and sharp without overlapping.

- 3.2.9 Primer coats may be omitted for surfaces specified to receive factory applied primer if primer is compatible with finish coats. If primer coat is not compatible, substitute a bond coat as recommended by paint manufacturer for specified primer coat.
- 3.2.10 Backprime finish carpentry with material specified for prime coat, without runs on face. Finish cut edges just prior to installation.
- 3.2.11 The quantity of coats listed in the Painting Schedule are the minimum. Contractor is responsible for application of any additional coats necessary to achieve required coverage and color uniformity.

### 3.3 PAINTING SCHEDULE

- 3.3.1 The intent of this Section is that all materials specified or shown in this project, except those specifically excluded, shall be painted.
- 3.3.2 Where a prime coat is specified under other Sections of these Specifications, only the finish coats will be required under this Section.
- 3.3.3 Exterior Surfaces - Field Applied
  - 3.3.3.1 Wood - Painted - Alkyd Semi-Gloss (Includes all wood trim and cornice).
    - 3.3.3.1.1 First coat: Wall and Wood Primer.
    - 3.3.3.1.2 Second coat: Pro-Mar Alkyd Semi-Gloss Enamel.
    - 3.3.3.1.3 Third coat: Pro-Mar Alkyd Semi-Gloss Enamel.

END OF SECTION