

# **REPAIR & RENOVATE**

## **CONWAY BUILDING 1000 ELEVATOR**

### **HORRY GEORGETOWN TECHNICAL COLLEGE**

**H59-6218-PG**

**May 2023**



**The  
Wagner  
Consulting  
Group**

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**PROJECT NUMBER:** H59-6218-PG

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

**AGENCY/OWNER:** Horry-Georgetown Technical College

**PROJECT NAME:** HGTC - Repair & Renovate Conway Bldg. 1000 Elevator

**PROJECT NUMBER:** H59-6218-PG                      **CONSTRUCTION COST RANGE:** \$175,000 to \$ 225,000

**PROJECT LOCATION:** 2050 Hwy 501 E., Conway, SC 29526

**DESCRIPTION OF PROJECT/SERVICES:** Remove existing elevator and replace with new elevator and components

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

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

**AGENCY PROJECT COORDINATOR:** Kevin Brown

**EMAIL:** kevin.brown@hgtc.edu                      **TELEPHONE:** 843-349-5398

**DOCUMENTS MAY BE OBTAINED FROM:** www.hgtc.edu/purchasing (Construction Projects)

**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.**

**PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:** The successful Contactor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

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

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

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

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

**A/E NAME:** Wagner Consulting Group Inc                      **A/E CONTACT:** Dean Shelley

**EMAIL:** dshelley@wagners-consulting.com                      **TELEPHONE:** 843-685-9705

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

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

**PRE-BID PLACE:** Conway Campus, 2050 Hwy 501 E. Conway, SC 29526, Bldg. 100, Room 122


**BID OPENING PLACE:** Conway Campus, 2050 Hwy 501 E, Conway, SC 29526 Building 100, Room 122

**BID DELIVERY ADDRESSES:**

<b>HAND-DELIVERY:</b>	<b>MAIL SERVICE:</b>
Attn: <u>Dianna Cecala, Procurement Manager</u>	Attn: <u>Dianna Cecala, Procurement Manager</u>
<u>2050 Hwy 501 E</u>	<u>PO Box 261966</u>
<u>Conway, SC 29526</u>	<u>Conway, SC 29528-6066</u>

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

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

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

***Instructions to Bidders***

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

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

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

## Instructions to Bidders

for the following Project:  
(Name, State Project Number, location, and detailed description)  
HGTC - Repair & Renovate Conway Building 1000 Elevator  
H59-6218-PG  
2050 E Highway 501

**THE OWNER:**  
(Name, legal status, address, and other information)  
Horry-Georgetown Technical College  
2050 E Highway 501  
Conway, SC 29526

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

**THE ARCHITECT:**  
(Name, legal status, address, and other information)  
Wagner Consulting Group Inc  
PO Box 366  
Eden, NC 27289

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

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

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## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

§ 2.2 Certification of Independent Price Determination

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

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

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

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

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

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

**§ 2.2.5 Drug Free Workplace Certification**

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

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

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

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

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

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

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

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

#### § 2.2.7 Ethics Certificate

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

#### § 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

#### § 2.2.9 Open Trade Representation

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

### ARTICLE 3 BIDDING DOCUMENTS

#### § 3.1 Distribution

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

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

§ 3.1.3 Reserved

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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

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

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

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

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

#### § 4.2 Bid Security

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

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

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

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

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

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

#### § 4.3 Submission of Bids

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

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

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

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

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

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

#### § 4.4 Modification or Withdrawal of Bid

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

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

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

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

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

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

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

#### § 5.2 Rejection of Bids

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

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

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

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

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

#### § 5.3 Acceptance of Bid (Award)

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

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

### ARTICLE 6 POST-BID INFORMATION

#### § 6.1 Contractor's Responsibility

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

#### § 6.2 Reserved

#### § 6.3 Submittals

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

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

#### § 6.4 Posting of Intent To Award

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

**Room or Area of Posting:**

**Building Where Posted:**

**Address of Building:**

**WEB site address (if applicable):** [www.hgtc.edu/purchasing](http://www.hgtc.edu/purchasing)

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

#### § 6.5 Protest of Solicitation or Award

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

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

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

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

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**ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

**§ 7.1 Bond Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

Number	Title	Date
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- .5 Specifications

Section	Title	Date	Pages
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.6 Addenda:

Number	Date	Pages
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.7 Other Exhibits:

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

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

.8 Other documents listed below:

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

**ARTICLE 9 Miscellaneous**

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

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

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

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

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

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## § 9.2 Submitting Confidential Information

§ 9.2.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in SC Code of Laws §11-35-410.

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

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

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

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

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

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

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

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

## § 9.4 Builder's Risk Insurance

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

## § 9.5 Tax Credit For Subcontracting With Minority Firms

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

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

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

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



**Replacement Page**

BID BOND  
AIA Document A310

Bidder must provide Bid Bond in the  
form of the original A310 form.

**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:** Horry-Georgetown Technical College  
*(Agency's Name)*

**FOR: PROJECT NAME:** HGTC - Repair and Renovate Conway Building 1000 Elevator  
**PROJECT NUMBER:** H59-6218-PG

**OFFER**

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

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

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:  
*(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)*

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

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

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

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Remove existing elevator and replace with new elevator and components

**\$** \_\_\_\_\_, which sum is hereafter called the Base Bid.  
*(Bidder to insert Base Bid Amount on line above)*

# SE-330 LUMP SUM BID FORM

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

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

**ALTERNATE # 1** (Brief Description): Remove existing hydraulic cylinder assembly; Furnish and install new (in ground) type hydraulic cylinder, cylinder hole and sealed PVC protection casing

ADD TO or  DEDUCT FROM BASE BID: \$ \_\_\_\_\_

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

**ALTERNATE # 2** (Brief Description): \_\_\_\_\_

ADD TO or  DEDUCT FROM BASE BID: \$ \_\_\_\_\_

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

**ALTERNATE # 3** (Brief Description): \_\_\_\_\_

ADD TO or  DEDUCT FROM BASE BID: \$ \_\_\_\_\_

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

## § 6.3 UNIT PRICES:

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

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

**SE-330  
LUMP SUM BID FORM**

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

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

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

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

# SE-330 LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

## SE-330 LUMP SUM BID FORM

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

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

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

#### a) CONTRACT TIME

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

#### b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$ 500.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

### § 10. AGREEMENTS

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

### § 11. ELECTRONIC BID BOND

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

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

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

**SE-330  
LUMP SUM BID FORM**

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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



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

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

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

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

Horry-Georgetown Technical College  
2050 E Highway 501  
Conway, SC 29526

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

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

for the following Project:  
*(Name, State Project Number, location and detailed description)*

HGTC - Repair & Renovate Conway Building 1000 Elevator  
H59-6218-PG  
2050 E Highway 501

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

Wagner Consulting Group Inc  
PO Box 366  
Eden, NC 27289

The Owner and Contractor agree as follows.

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

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

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## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

#### § 3.3 Substantial Completion

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

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

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**ARTICLE 4 CONTRACT SUM**

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

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

**§ 4.2 Alternates**

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

*(Insert the accepted Alternates.)*

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

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

*(Identify each allowance.)*

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

§ 4.4 Unit prices, if any:

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

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

**§ 4.5 Liquidated damages**

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

§ 4.6 Other:

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

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

## § 5.2 Final Payment

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

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

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

## ARTICLE 6 DISPUTE RESOLUTION

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

**Name:** Harold Hawley

**Title:** Vice President

**Address:** 2050 Hwy 501 East, Conway SC 29501

**Telephone:** 843-349-5279

**Email:** harold.hawley@hgte.edu

§ 8.2.2 The Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

**Name:** Kevin Brown

**Title:** Facilities Director

**Address:** 2050 Hwy 501 East, Conway, SC 29501

**Telephone:** 843-602-8543

**Email:** kevin.brown@hgte.edu

§ 8.3 The Contractor's representative:

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

**Name:**

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

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

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

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

§ 8.5 The Architect's representative:

**Name:** Jonathan Brooks  
**Title:** President, Wagner Consulting Group  
**Address:** PO Box 366 Eden, NC 27289  
**Telephone:** 336-612-2424  
**Email:** jbrooks@wagner-consulting.com

#### § 8.6 Insurance and Bonds

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

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

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

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

#### § 8.8 Other Provisions:

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

*(Check box if applicable to this Contract)*

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

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

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- 2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- 3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- 4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.8.2 The Owner's review of the Contractor's schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner's review shall not relieve the Contractor of any obligations.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101®-2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101®-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201®-2017, SCOSE Version General Conditions of the Contract for Construction
- .4 Form SE-390, Notice to Proceed – Construction Contract
- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

- Form SE-310, Invitation for Construction Services**
- Instructions to Bidders (AIA Document A701-2018 OSE Version)**
- Form SE-330, Contractor's Bid (Completed Bid Form)**
- Form SE-370, Notice of Intent to Award**
- Certificate of Procurement Authority issued by the State Fiscal Accountability Authority**

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

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

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

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

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

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

## Insurance and Bonds

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

for the following **PROJECT**:  
*(Name, State Project Number, and location or address)*  
HGTC - Repair & Renovate Conway Building 1000 Elevator  
H59-6218-PG  
2050 E Highway 501

**THE OWNER:**  
*(Name, legal status and address)*  
Horry-Georgetown Technical College  
2050 E Highway 501  
Conway, SC 29526

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

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

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

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

## TABLE OF ARTICLES

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

### ARTICLE A.1 GENERAL

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

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

**§ A.2.1 General**

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

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Reserved**

**§ A.2.3.1 Reserved**

**§ A.2.3.1.1 Reserved**

**§ A.2.3.1.2 Reserved**

**§ A.2.3.1.3 Reserved**

**§ A.2.3.1.4 Reserved**

**§ A.2.3.2 Reserved**

**§ A.2.3.3 Reserved**

**§ A.2.4 Optional Insurance.**

The Owner shall purchase and maintain any insurance selected below.

**§ A.2.4.1 Other Insurance**

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

Coverage

Limits

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

**§ A.3.1 General**

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

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

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

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

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

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

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

#### § A.3.2.2 Commercial General Liability

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

### § A.3.3 Required Property Insurance

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

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

Causes of Loss

Sub-Limit

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

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

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

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

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

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

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

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

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

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

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

§ A.3.4.2.1 Reserved

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

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

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

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

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

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

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

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

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

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

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

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

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

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

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

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

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



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

## General Conditions of the Contract for Construction

### for the following PROJECT:

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

Repair and Renovate Conway Building 1000 Elevator  
H59-6218-PG  
Conway, SC

### THE OWNER:

*(Name, legal status, and address)*

Horry Georgetown Technical College  
2050 E. Hwy 501  
Conway, SC 29501

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

### THE ARCHITECT:

*(Name, legal status, and address)*

Tych & Walker Architects  
38 Blackgum Road, Unit B  
Pawleys Island, SC 29585

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

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

#### § 1.1.10 State Engineer

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

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

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

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

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

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

#### § 1.3 Capitalization

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

#### § 1.4 Interpretation

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

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

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

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

#### § 1.6 Notice

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

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

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

### § 2.2 Reserved

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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



### § 3.4 Labor and Materials

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

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

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

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 Use of Site

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

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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



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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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



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

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

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

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

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 6.1.4 Reserved

#### § 6.2 Mutual Responsibility

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

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

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

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

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

#### § 6.3 Owner's Right to Clean Up

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

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

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

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

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

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

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

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

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

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

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

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

## § 7.2 Change Orders

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

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

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

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

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

#### § 7.5 Pricing Data and Audit

##### § 7.5.1 Cost or Pricing Data

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

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

##### § 7.5.3 Records Retention

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

### § 8.3 Delays and Extensions of Time

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

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

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

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



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

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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

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



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

### § 9.5 Decisions to Withhold Certification

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

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

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

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

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

### § 9.6 Progress Payments

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

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

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

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

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

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

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

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

#### § 9.7 Failure of Payment

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

#### § 9.8 Substantial Completion

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

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

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

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

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

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

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

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

### § 9.9 Partial Occupancy or Use

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

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

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

### § 9.10 Final Completion and Final Payment

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

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



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

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

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

#### § 10.3.6 Reserved

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

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

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

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

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

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

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

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

## **§ 11.2 Owner's Insurance**

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

## **§ 11.2.2 Reserved**

## **§ 11.2.3 Reserved**

## **§ 11.3 Waivers of Subrogation**

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

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

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

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



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

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

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

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

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

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 Uncovering of Work

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

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

#### § 12.2 Correction of Work

##### § 12.2.1 Before Substantial Completion

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

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

#### § 12.2.2 After Substantial Completion

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

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

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

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

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

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

#### § 12.3 Acceptance of Nonconforming Work

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

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

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

#### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

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

#### § 13.5 Interest

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

#### § 13.6 Procurement of Materials by Owner

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

#### § 13.7 Interpretation of Building Codes

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

#### § 13.8 Minority Business Enterprises

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

#### § 13.9 Illegal Immigration

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

#### § 13.10 Drug-Free Workplace

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

#### § 13.11 False Claims

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

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### § 13.12 Prohibited Acts

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

### § 13.13 Open Trade (Jun 2015)

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

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

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

Init.



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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

#### § 15.1.2 Reserved

#### § 15.1.3 Notice of Claims

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

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

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

Init.



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

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

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

#### § 15.1.7 Claims for Listed Damages

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

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

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

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

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

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

Init.



§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

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

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

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

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

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

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

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

**§ 15.6 Dispute Resolution**

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

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



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

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

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

#### § 15.6.5 Service of Process

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

### ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

Init.

# 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: Horry-Georgetown Technical College  
Address: 2050 Hwy 501 E  
Conway, SC 29526

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: HGTC - Repair and Renovate Conway Bldg. 1000 Elevator State Project Number: H59-6218-PG  
Brief Description of Awarded Work: Remove existing elevator and replace with new elevator and components

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

Name: Wagner Consulting Group Inc.  
Address: PO Box 366  
Eden, NC 27289

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: Horry-Georgetown Technical College  
Address: 2050 Hwy 501 E  
Conway, SC 29526

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: HGTC - Repair and Renovate Conway Bldg. 1000 Elevator State Project Number: H59-6218-PG  
Brief Description of Awarded Work: Remove existing elevator and replace with new elevator and components

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

Name: Wagner Consulting Group, Inc.  
Address: PO Box 366  
Eden, NC 27289

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

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

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

**CONTRACTOR**

**SURETY**

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

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

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

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

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

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

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

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

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



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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
  2. With respect to the Agency, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
    - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
    - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
    - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
    - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
  5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 5.2 Pay or arrange for payment of any undisputed amounts.
    - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
  6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
  7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
  9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
  11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
  - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
  - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

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

# CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT

AGENCY: Horry-Georgetown Technical College

PROJECT NAME: HGTC - Repair and Renovate Conway Bldg. 1000 Elevator

PROJECT NUMBER: H59-6218-PG

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

**AGENCY ACCEPTANCE AND CERTIFICATION:**

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

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

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

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

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

**SUBMIT THE FOLLOWING TO OSE**

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



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

**AGENCY:** Horry-Georgetown Technical College

**PROJECT NAME:** HGTC - Repair and Renovate Conway Bldg 1000 Elevator

**PROJECT NUMBER:** H59-6218-PG

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

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

**ADJUSTMENTS IN THE CONTRACT TIME:** Requested Change in Days for this Change Order: \_\_\_\_\_ Days

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

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

**CONTRACTOR ACCEPTANCE:**

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

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

**A/E RECOMMENDATION FOR ACCEPTANCE:**

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

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

**AGENCY ACCEPTANCE:**

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

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

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

SECTION 01100  
SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Specification Conventions.
- D. Site Photographs

1.2 CONTRACT DESCRIPTION

- A. Work of the Project - The work is to entail, but not be limited to the following:
  - 1. Base Bid Work – to remove the existing elevator and associated components, and install a new elevator and associated components utilizing the existing hydraulic cylinder, jack hole and casing.
  - 2. Alternate #1 – to perform the base bid work; however, remove the existing hydraulic cylinder assembly. Furnish and install a new in-ground hydraulic cylinder, cylinder hole, and sealed PVC protection casing.
- B. All equipment and parts on site prior to being authorized to commence work and shut down existing elevator.
- C. ***Note the building will be occupied during the work. General Contractor to be responsible for protection of existing conditions, maintaining unobstructed paths for egress for the duration of the project.***
- D. Perform Work of Contract under a stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others and Work by Owner.
  - 3. Use of site and premises by the public will be ongoing. College activities will be in full operation.
  - 4. Building will be occupied and operational. General Contractor is responsible for coordinating activities with Architect and Owner

1.4 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted



otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

- B. *The phrase “approved equal” is referencing that any item that varying from that which is specifically specified must be formally submitted as a Material/Product Substitution Request. Otherwise no other material or product will be accepted or considered approved equal.***

1.5 Site Photographs

- A. Attached are site photographs (nine pages) for reference only.

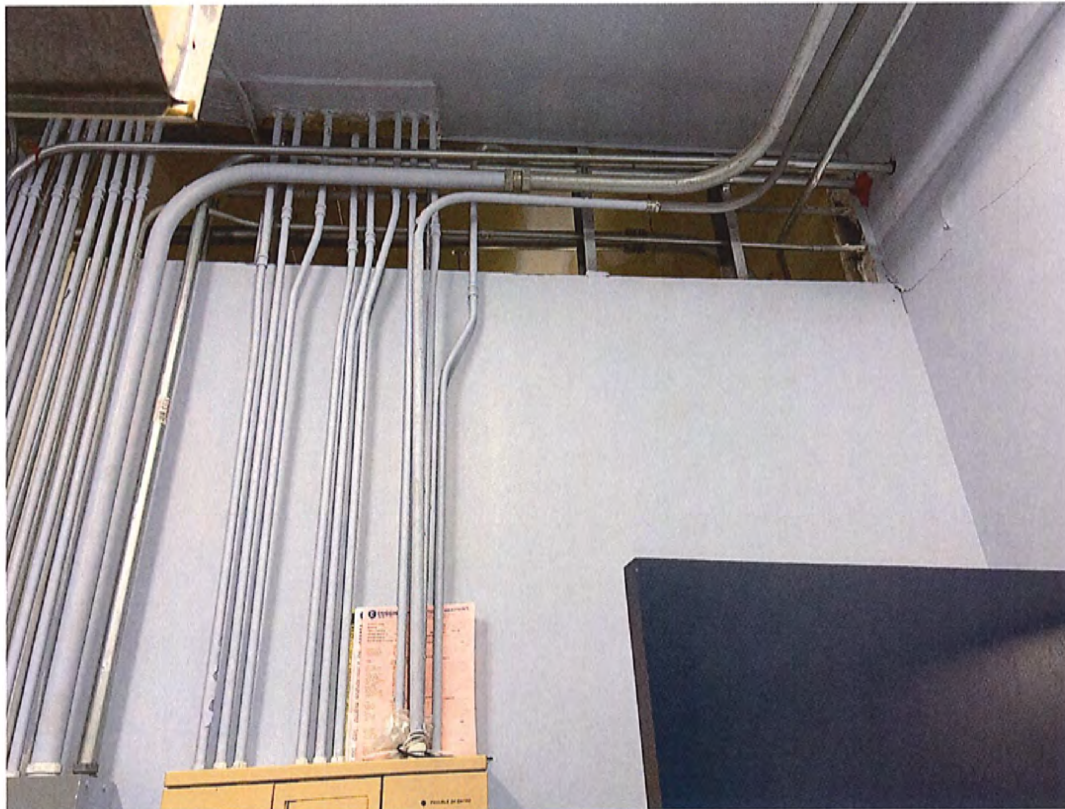
PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 01100



Elevator Machine Room



Wall between elevator machine room and electrical room.  
Room to be fire rated and extend wall to top of deck.





Picture of elevator shaft



Wall between elevator machine room and electrical room.  
Room to be fire rated and extend wall to top of deck.





Elevator machine room







Pictures of Elevator Shaft







Plates at elevator







Elevator shaft



Plates at elevator





Elevator Shaft

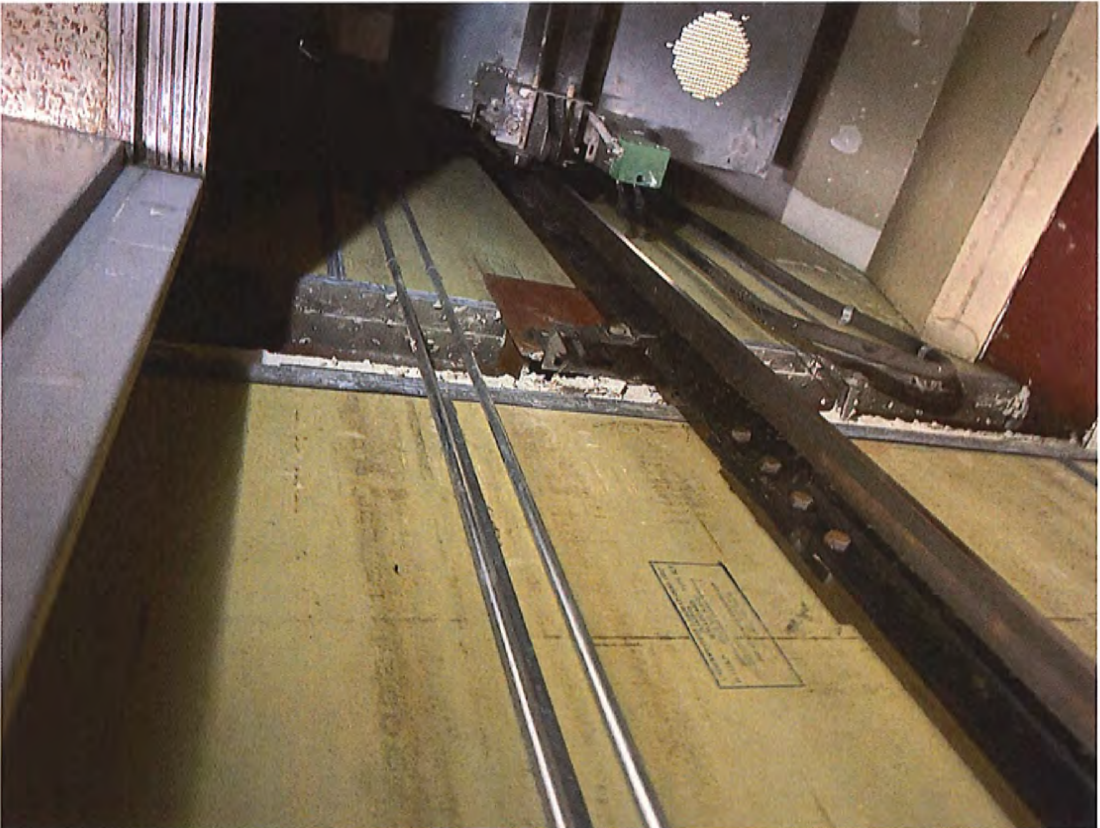


Plates at elevator





Elevator shaft







Elevator shaft



SECTION 01323  
NETWORK ANALYSIS SCHEDULES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References.
- B. Quality assurance.
- C. Format.
- D. Schedules.
- E. Submittals.
- F. Review and evaluation.
- G. Updating schedules.
- H. Distribution.

1.2 REFERENCES

- A. The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry, Washington, D.C., The Associated General Contractors of America (AGC).

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in CPM scheduling with two years minimum experience in scheduling construction work of complexity comparable to this Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: Five years minimum experience in using and monitoring CPM schedules on comparable projects.

1.4 FORMAT

- A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable specification section number.
- B. Diagram Sheet Size: 24 inches high x 36 inches wide.

- C. Scale and Spacing: To allow for notations and revisions.

## 1.5 SCHEDULES

- A. Prepare network analysis diagrams and supporting mathematical analyses using Critical Path Method, under concepts and methods outlined in AGC's "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".
- B. Illustrate order and interdependence of activities and sequence of work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.
- C. Illustrate complete sequence of construction by activity, identifying work of separate floors. Indicate dates for submittals including dates for Owner furnished items and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.
- D. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
  - 1. Preceding and following event numbers.
  - 2. Activity description.
  - 3. Estimated duration of activity, in maximum fifteen day intervals.
  - 4. Earliest start date.
  - 5. Earliest finish date.
  - 6. Actual start date.
  - 7. Actual finish date.
  - 8. Latest start date.
  - 9. Latest finish date.
  - 10. Total and free float; accrue float time to Owner and to Owner's benefit.
  - 11. Monetary value of activity, keyed to Schedule of Values.
  - 12. Percentage of activity completed.
  - 13. Responsibility.
- E. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and recomputation of scheduled dates and float.
- F. Required Sorts: List activities in sorts or groups:
  - 1. By preceding work item or event number from lowest to highest.
  - 2. By longest float, then in order of early start.
  - 3. By responsibility in order of earliest possible start date.
  - 4. In order of latest allowable start dates.
  - 5. In order of latest allowable finish dates.
  - 6. Contractor's periodic payment request sorted by Schedule of Values listings specifications sections.
  - 7. Listing of basic input data generating report.



8. Listing of activities on critical path.

G. Prepare sub-schedules for each stage of Work identified in Section 01100 - Summary.

H. Coordinate contents with schedule of values in Section 01330 - Submittal Procedures.

#### 1.6 SUBMITTALS

A. Within ten days after date established in Notice to Proceed, submit proposed preliminary network diagram defining planned operations for first sixty days of Work, with general outline for remainder of Work.

B. Participate in review of preliminary and complete network diagrams jointly with Architect/Engineer.

C. Within twenty days after joint review of proposed preliminary network diagram, submit draft of proposed complete network diagram for review. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

D. Within ten days after joint review, submit complete network analysis consisting of network diagrams and mathematical analysis.

E. Submit updated network schedules with each Application for Payment every thirty days.

F. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.

G. Submit under transmittal letter form specified in Section 01330 – Submittal Procedures.

#### 1.7 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of network diagrams and analysis with Architect/Engineer at each submittal.

B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise network diagrams and analysis incorporating results of review, and resubmit within ten days.

#### 1.8 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.

- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Submit sorts required to support recommended changes.
- F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect/Engineer, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01330  
SUBMITTAL PROCEDURES

1. GENERAL

1.1. SECTION INCLUDES

- A. Submittal procedures.
- B. Contractor's Use of Architect's CADD Files.
- C. Construction progress schedules.
- D. Proposed products list.
- E. Product data.
- F. Shop drawings.
- G. Samples.
- H. Design data.
- I. Test reports.
- J. Certificates.
- K. Manufacturer's instructions.
- L. Manufacturer's field reports.
- M. Erection drawings.
- N. Construction photographs.

1.2. SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form attached.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow thirty (30) working days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.
- L. The Architect will take the following actions upon receipt of submittal:
  - 1. Check each submittal for Contractor's signature. If a submittal does not bear the Contractor's signature, return submittal without review for resubmittal by the Contractor.
  - 2. Log in the submittal and distribute to appropriate consultant, if applicable.
  - 3. Check the submittal to make sure it is in the proper form, and that all information required to be filled in by the Contractor has been completed.
  - 4. Review the submittal for conformance with the requirements of the Contract Documents.
  - 5. Architect shall keep on file one copy, and will return one copy electronically to the Contractor.
  - 6. Stamp each item in the submittal, and indicate Architect's Action (+/-). Make sure consultant has indicated recommended action (+/-) as well, if applicable.
  - 7. If a resubmittal appears to be the result of a misunderstanding of a requirement of the Contract Documents, add notes of guidance to expedite a correct resubmittal wherever practicable.
  - 8. Fill in date of review.
  - 9. Sign full name of reviewer. If consultant reviewed the submittal, make sure his signature appears as well.
  - 10. Note the distribution of the reviewed submittal.
  - 11. Log the submittal out.
  - 12. Return the submittal by mail (or, if requested by Contractor, hold for pick-up.)



1.3. CONTRACTOR'S USE OF ARCHITECT'S CADD FILES

- A. CADD Drawings: CADD files on electronic media are available to the Contractor from the Architect at fees stipulated and in accordance with the "CADD File Letter of Agreement" attached at the end of this Section. Only architectural plan files will be available; detail sheet files will not be available. Consultant drawings are not made available on electronic media, including but not limited to Structural, Plumbing/Fire Protection, Mechanical and Electrical.
- B. CADD files are provided as available information only and are not to be considered Contract Documents as defined by the Contract for Construction.
- C. Contractor shall submit written request for CADD files, accompanied by signed copy of the attached CADD File Letter of Agreement prior to release of these documents.

1.4. CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within twenty days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated network analysis diagram as specified in Section 01323 - Network Analysis Schedules.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products and products identified under Allowances, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Indicate delivery dates for Owner furnished products and products identified under Allowances.
- J. Revisions To Schedules:

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.5. PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic copies to the Architect as required.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Contract Close Out.

1.6. SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  1. Include signed and sealed calculations to support design from an engineer registered in the State of South Carolina.
  2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  3. Make revisions and provide additional information when required by authorities having jurisdiction.

- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700 - Contract Close Out.

1.7. SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, in custom colors selected, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700 - Contract Close Out.

1.8. DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9. TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator and to the Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.



1.10. CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11. MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12. MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.
- B. Submit report in duplicate within five days of observation to Architect/Engineer for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13. ERECTION DRAWINGS

- A. Submit drawings for Architect/Engineer's benefit as contract administrator and to the Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

2.PRODUCTS - Not Used

3.EXECUTION - Not Used

ATTACHMENTS:

SA Form  
CADD File Letter of Agreement

END OF SECTION

# SUBMITTAL ACTION

## CONTRACTOR'S SUBMITTAL

for use by contractor

DATE OF SUBMITTAL \_\_\_\_\_

FROM:

SUBMITTAL NUMBER \_\_\_\_\_  
provide separate form for each Section

SPECIFICATION SECTION NUMBER \_\_\_\_\_

**FORM OF SUBMITTAL**

- P Prints
- S Sepia or other transparency
- CC Catalog cuts
- Sa Sample
- T Test of Inspect. \_\_\_\_\_ Other \_\_\_\_\_
- Cx Calculations
- L Letter
- C Certificate
- M Maint. mat. or extrastock

SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_MAIL \_\_\_\_HAND \_\_\_\_EXPRESS

ITEM (a, b, c, etc.)	NO. OF COPIES	FORM	SECTION PARAGRAPH NO. OR DWG. & DET. REF. NO.	DESCRIPTION OF SUBMITTAL	SOURCE (NAME OF MNF., FABRICATOR, OF GEN. CONTR.

THIS SUBMITTAL DEVIATES FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS IN THE FOLLOWING WAYS: \_\_\_\_\_

ATTACH ANOTHER SHEET IF REQUIRED

I/WE HAVE CHECKED, COORDINATED, AND APPROVED THIS SUBMITTAL. THIS SUBMITTAL, EXCEPT FOR THE DEVIATIONS NOTED ABOVE, IS IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS

CONTRACTOR APPROVAL BY:

\_\_\_\_\_  
FULL SIGNATURE, NOT INITIALS

## ARCHITECT'S REVIEW

# SA

FROM: **TYCH & WALKER ARCHITECTS, LLP**  
P.O. Box 509  
Pawleys Island, SC 29585

PROJECT: **HGTC - Repair and Renovate Conway Building 1000 Elevator**

PROJECT NO. **TWA-2023**

NOTE: UPPER PORTION OF BOX DENOTES CONSULTANT'S ACTION; LOWER PORTION DENOTES ARCHITECT'S ACTION.

ACTION REQ'D. OF CONTRACTOR		ARCHITECT'S ACTION/CONSULTANT'S ACTION			
+ DO NOT RESUBMIT (OK)	-- REVISE AND RESUBMIT (RR)	-- MAKE NEW CONFORM. SUBMITTAL (NS)	+ CONFORMS (C)	+ CONFORMS NOTE COMMENTS (CC)	-- REJECTED (R)

ARCHITECTS REVIEW IS ONLY FOR CONFORMANCE WITH DESIGN CONCEPT AND INFORMATION IN THE CONTRACT DOCUMENTS

Contractor shall inform Architect of deviations in writing. Request substitutions only by the specified procedures, not by the submittal process. Marks and comments shall not relieve the Contractor from responsibility for deviations therefrom, nor from any responsibility for errors and omissions in his submittal. Approval of a specific item does not include approval of the assembly of which the item is a component. Contractor is responsible for details and accuracy, for confirming quantities, dimensions and fit, for fabrication process, for the means, methods, sequences and techniques of assembly and construction, for safe performance of the work, and for the coordination of the work of all trades. Contractor shall not fabricate or install unless positive action is granted by the Architect.

**TYCH & WALKER ARCHITECTS, LLP**

reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_ Consultant reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



TYCH &  
WALKER

ARCHITECTS LLP

P.O. Box 509  
Pawleys Island, SC 29585

**CADD FILE LETTER OF AGREEMENT**

An Agreement Between the Architect and General Contractor  
for Transfer of Computer Aided Drafting and Design (CADD) Files on Electronic Media.

**Date:**

**Architect:** Tych & Walker Architects, LLP  
P.O. Box 509  
38 Blackgum Rd, Unit B  
Pawleys Island, SC 29585

**Contractor:**

**Project Name: Repair and Renovate Conway Building 1000 Elevator**

**Architects Project No.: TWA-2023**

The Architect will provide the following CADD files, to the General Contractor only for information purposes only:

LIST OF FILES REQUESTED

Consultant drawings can be made available on electronic media, including but not limited to Structural, Plumbing/Fire Protection, Mechanical and Electrical.

Drawing(s) were prepared using the following:

Software: AutoCadd                      Version: ADT 2014

Drawing(s) are to be delivered on the following media:

The General Contractor shall pay the Architect a service fee which reflects the Architect's costs for assembling, copying and transmitting the file(s), in accordance with the following rate schedule:

DOCUMENT TYPE	AMOUNT	QTY OF FILES	SUBTOTAL
AutoCAD	\$25 per File		\$
Adobe PDF	\$10 per File		\$
		<b>TOTAL</b>	<b>\$</b>

**NOTE: File = for example Sheet A2.0 = 1 drawing file.**

**TERMS AND CONDITIONS**

1. The Architect makes no representation as to the compatibility of the CADD files with any hardware or software. The General Contractor shall notify the Architect within 7 days of any problems associated the compatibility of the data contained on the media provided.
2. Since the information set forth on the CADD files can be modified unintentionally or otherwise, the Architect will remove all indications of ownership and/or involvement from each electronic display.
3. All information on the CADD files is considered instruments of service of the Architect and shall not be used for other projects, for additions to this project, or completion of this project by others. CADD files shall remain the property of the Architect, and in no case shall the transfer of these files be considered a sale.
4. The Architect makes no representation regarding the accuracy, completeness or permanence of CADD files. Addenda information or revisions made after the date indicated on the CADD files may not have been incorporated. In the event of a conflict between the Architect's sealed contract drawings and CADD files, the sealed contract drawings shall govern. It is the General Contractor's responsibility to determine if any conflicts exist. The CADD files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. The use of CADD files prepared by the Architect shall not in any way relieve the Contractor's responsibility for the proper checking and coordination of dimensions, details and quantities of materials as required to facilitate complete and accurate construction of the Project.
6. The General Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Architect, and its subconsultants from any and all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CADD files by the General Contractor, or by third party General Contractors of the CADD files from the General Contractor.
7. The General Contractor shall take all reasonable steps necessary to maintain in effect with each of the General Contractor's employees, agents, and subcontractors, a policy of protection of Architect's rights to the information covered by this Agreement.
8. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the CADD files, but to the extent any are, the General Contractor will pay the appropriate fees and hold the Architect harmless from such claims.
9. Any purchase order number provided by the General Contractor is for General Contractor's accounting purposes only. Purchase order items and conditions are void and are not part of this agreement.
10. Payment of the service fee is due prior to receipt of the CADD Files.
11. This agreement shall be governed by the laws of the principal place of business of the Architect.

**AUTHORIZED ACCEPTANCE**

by Architect:

by General Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SECTION 1500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Controls: Barriers, protection of the Work.
- B. Construction Facilities: progress cleaning.

1.02 RELATED SECTIONS

- A. N/A

1.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and walkways required by governing authorities for public right-of-ways.
- C. Provide suitable barriers and such warning lights as will effectively prevent the occurrence of any injury to person or property.
- D. Lights shall be maintained between the hours of sunset and sunrise.
- F. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.



PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 1600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. AIA A701 SCOSE Version- Instructions for Bidders

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.

- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

#### 1.06 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Products specified by naming one or more manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

#### 1.07 PRODUCT SUBSTITUTION PROCEDURES

- A. 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.
  - 1. **No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. 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.**
  - 2. 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. **If substitution is not addressed in an Addendum, it shall be considered not approved.**



3. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.
- B. Substitutions after award of Contract may be considered when a product becomes unavailable through no fault of Contractor.
  - C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
  - D. A request constitutes a representation that Contractor:
    1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
    2. Will provide same warranty for Substitution as for specified product.
    3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
    4. Waives claims for additional costs or time extension which may subsequently become apparent.
    5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction or additional time expended by Architect/Engineer to review information.
  - E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
  - F. Substitution Submittal Procedure:
    1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
    2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
    3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.
    4. Architect/Engineer will notify the Contractor if redesign services or additional review services will be charged to the Contractor.

**PART 2 PRODUCTS** (Not Used)

**PART 3 EXECUTION** (Not Used)

END OF SECTION

MATERIAL/PRODUCT SUBSTITUTION REQUEST

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

We hereby submit for your review the following PRODUCT SUBSTITUTION of the specified material for the above listed project.

Section: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Specified Material: \_\_\_\_\_

Attached is complete technical data of the PRODUCT SUBSTITUTION. Included is complete information on changes to the Project Manual Documents required by the proposed PRODUCT SUBSTITUTION for its proper installation.

A request constitutes a representation that Trade Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for Substitution as for specified product.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction or additional time expended by Architect/Engineer to review information.

It is understood that if the Architect approves an approved substitution prior to receipt of bids in accordance with the project timeline, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. If substitution requests are not addressed in the addendum, the substitution request shall be considered not approved. Architect's decision of approval or disapproval of proposed substitution shall be final without dispute.

THE UNDERSIGNED Trade Contractor states that the function, appearance, and quality of the PRODUCT SUBSTITUTION are equivalent or superior to the specified item. In addition, I, as the Trade Contractor will assume all responsibility for any impact or delay the review and evaluation of the alternate product may cause. Your approval of the Substitute Product in no way will relieve me as the Trade Contractor of my responsibilities to conform with all requirements of the Contract Documents.

Submitted By: \_\_\_\_\_

SECTION 1700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Project Record Documents.
- E. Spare Parts and Maintenance Materials.

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Submit Final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped areas.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.04 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the work:
  - 1. Contract Drawings.
  - 2. Specifications.



3. Addenda.
4. Change orders and other modifications to the Contract.
5. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  1. Measured depths of foundations in relation to finish elevation.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible feature of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract Drawings.
- E. Submit documents to Engineer with claim for final Application for Payment.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 1720  
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
  - 1. Maintenance of Record Documents
  - 2. Information Required for Record Documents
  - 3. Submittal of Record Documents

1.02 MAINTENANCE OF RECORD DOCUMENTS

- A. At the Pre-Construction Conference the Contractor will be provided as part of the construction package one set of Contract Documents to maintain a record of construction progress for the duration of the project. These documents will be labeled "PROJECT RECORD" and will be kept on site throughout the construction process.
- B. The Contractor will maintain at the job site, one record copy of:
  - 1. Reviewed Shop Drawings.
  - 2. Change Orders.
  - 3. Other Modifications to Contract.
  - 4. Field Test Records.
  - 5. Inspection Certificates.
  - 6. Manufacturer's Certificates.
- C. Store record documents and samples in the Contractor's field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.
- D. Label and file record documents and samples in accordance with Specification Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- E. Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- F. Record documents will be reviewed monthly by the Engineer as part of the monthly project progress review associated with review and recommendation of partial payment requests. Payment requests will be denied if the Contractor does not maintain adequate record document.

1.03 RECORDING

- A. Record and update daily "as-built" information from field notes, on Drawings and in Specifications provided at the Pre-Construction Conference in accordance with the requirements provided herein.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- C. Record information concurrently (daily) with construction progress. Do not conceal work until required information is recorded.

#### 1.04 INFORMATION TO BE DOCUMENTED

- A. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. General Information
    - a. Contractor's Name, Address, Telephone Number, Contact Person
    - b. Measured horizontal and vertical locations of underground utilities and appurtenances (electric, cable, telephone, gas, etc.), referenced to permanent surface improvements. Include vertical and horizontal separation distances, depth of cover and pipe materials.
    - c. Field changes of dimension and detail.
    - d. Changes made by Change Order or Field Order.
    - e. Details not on original Drawings.
    - f. References to related shop drawings and Modifications.
- B. Specifications and Addenda: Legibly mark up each Section to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product.
  - 2. Changes made by Change Order or Field Order.
  - 3. Other matters not originally specified.

#### 1.05 SUBMITTALS

- A. At Contract closeout, transmit Record Documents and Samples with cover letter in duplicate, listing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name, address, and telephone number.
  - 4. Number and title of each Record Document.
  - 5. Certification that each document as submitted is complete and accurate.
  - 6. Signature of Contractor or authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)      **END OF SECTION**



SECTION 02225  
EXISTING ELEVATOR REMOVAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Removal of elevator equipment and components to include all associated electrical components
- B. Related Sections:
  - 1. Section 01100 – Summary
  - 2. Section 01330 - Submittal Procedures

1.2 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings:
  - 1. Indicate removal sequence.
  - 2. Indicate location and construction of temporary work.
  - 3. Indicate sequence and means of protection to assure that the interior of structure is free from damage and free from intrusion of water.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01700 - Contract Close Out: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, subsurface obstructions.

1.4 QUALITY ASSURANCE

- A. Conform to applicable code for minor demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.

- D. Perform Work in accordance with State of South Carolina standard.
- E. Maintain one copy of each document on site.

1.5 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section to review the sequence of events.

1.6 SEQUENCING

- A. Section 01100 - Summary: Requirements for sequencing.
- B. Sequence activities so that all work will commence once all parts and materials are on site. Thus, the down time for the unavailable elevator is limited.
- C. Sequence activities in the following to assure the moisture free integrity of the interior of the existing structure.

1.7 SCHEDULING

- A. Section 01323 - Network Analysis Schedules: Requirements for scheduling.
- B. Schedule Work to limit the down time for an inoperable elevator.
- C. Coordinate utility and building service interruptions to adjacent buildings with Owner.

1.8 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.
- C. All salvageable materials will be the ownership of the General Contractor unless stated otherwise.

PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices at locations indicated, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.

#### 3.2 REMOVAL OF EXISTING ELEVATOR AND COMPONENTS

- A. Conduct removal to minimize interference with adjacent and occupied areas of the building.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Do not close or obstruct roadways without permits.
- D. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer immediately.
- E. Disconnect and remove designated utilities within demolition areas.
- F. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- G. Remove existing elevator and components in orderly and careful manner. Protect existing improvements, supporting structural members and maintain a weather resistant environment.
- H. Remove demolished materials from site. Do not burn or bury materials on site.
- I. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- J. Remove temporary Work.



SECTION 05500  
METAL FABRICATIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes shop fabricated metal items.
  - 1. Pit Ladders
  - 2. Elevator sill angles and hoist beams.
  - 3. Structural supports for miscellaneous attachments.

1.2 REFERENCES

- A. Aluminum Association:
  - 1. AA DAF-45 - Designation System for Aluminum Finishes.
- B. American Architectural Manufacturers Association:
  - 1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
  - 2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
  - 3. AAMA 2604 - Voluntary specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
  - 4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- C. ASTM International:
  - 1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
  - 2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - 4. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 5. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
  - 6. ASTM A276 - Standard Specification for Stainless Steel Bars and Shapes.
  - 7. ASTM A297/A297M - Standard Specification for Steel Castings, Iron-Chromium and Iron-Chromium-Nickel, Heat Resistant, for General Application.
  - 8. ASTM A283/283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.

9. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
  10. ASTM A312/A312M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Pipes.
  11. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
  12. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
  13. ASTM A479/A479M - Standard Specification for Stainless Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels.
  14. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
  15. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
  16. ASTM A554 - Standard Specification for Welded Stainless Steel Mechanical Tubing.
  17. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
  18. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
  19. ASTM B26/B26M - Standard Specification for Aluminum-Alloy Sand Castings.
  20. ASTM B85 - Standard Specification for Aluminum-Alloy Die Castings.
  21. ASTM B177 - Standard Guide for Chromium Electroplating on Steel for Engineering Use.
  22. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
  23. ASTM B210 - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes.
  24. ASTM B211 - Standard Specification for Aluminum and Aluminum-Alloy Bar, Rod, and Wire.
  25. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  26. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
  27. ASTM F436 - Standard Specification for Hardened Steel Washers.
  28. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
- D. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
  2. AWS D1.1 - Structural Welding Code - Steel.
  3. AWS D1.6 - Structural Welding Code - Stainless Steel.
- E. National Ornamental & Miscellaneous Metals Association:
1. NOMMA Guideline 1 - Joint Finishes.

- F. SSPC: The Society for Protective Coatings:
  - 1. SSPC - Steel Structures Painting Manual.
  - 2. SSPC SP 1 - Solvent Cleaning.
  - 3. SSPC SP 10 - Near-White Blast Cleaning.
  - 4. SSPC Paint 15 - Steel Joist Shop Paint.
  - 5. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Submittal requirements.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.
- C. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

### 1.4 QUALITY ASSURANCE

- A. Finish joints in accordance with NOMMA Guideline 1.
- B. Perform Work in accordance with State of South Carolina standards.
- C. Maintain one copy of each document on site.

### 1.5 QUALIFICATIONS

- A. Design under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of South Carolina.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Product storage and handling requirements.
- B. Accept metal fabrications on site in labeled shipments. Inspect for damage.
- C. Protect metal fabrications from damage by exposure to weather.

### 1.7 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on shop drawings.



## PART 2 PRODUCTS

### 2.1 MATERIALS - STEEL

- A. Steel Sections: ASTM A572/A572M; Grade 50.
- B. Steel Plate: ASTM A36/A36M.
- C. Hollow Structural Sections: ASTM A500, Grade B.
- D. Steel Pipe: ASTM A53/A53M, Grade B.
- E. Sheet Steel: ASTM A653/A653M, Grade 33 Structural Quality with galvanized coating.
- F. Bolts: ASTM A325; Type 1
  - 1. Finish: Unfinished.
- G. Nuts: ASTM A563 heavy hex type.
  - 1. Finish: Unfinished.
- H. Washers: ASTM F436; Type 1.
  - 1. Finish: Unfinished.
- I. Welding Materials: AWS D1.1; type required for materials being welded.
- J. Shop and Touch-Up Primer: SSPC Paint 15, Type 1, red oxide.
- K. Touch-Up Primer for Galvanized Surfaces: SSPC Paint 20 Type I Inorganic.
- L. Paint all surfaces as specified in Section 09900 Paints and Coatings.

### 2.2 ELEVATOR SILL ANGLES AND HOIST AND DIVIDER BEAMS

- A. Sill Angles: Steel sections as indicated on Drawings for support of elevator sills; galvanized.

2.3 ELEVATOR PIT LADDER:

- A. Pit Ladder – steel sections as indicated on drawings to provide access in/out of the elevator pit.

2.4 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.5 FACTORY APPLIED FINISHES - STEEL

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. Prime paint items with two coats except where galvanizing is specified.
- D. Galvanizing: ASTM A123/A123M; minimum 2.0 oz/sq ft coating thickness; galvanize after fabrication.
- E. Galvanizing for Fasteners, Connectors, and Anchors:
  - 1. Hot-Dipped Galvanizing: ASTM A153/A153M.
  - 2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

2.6 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.

- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify field conditions are acceptable and are ready to receive Work.

#### 3.2 PREPARATION

- A. Clean and strip primed steel items to bare metal and aluminum where site welding is required.
- B. Supply steel items required to be cast into concrete or embedded in masonry with setting templates to appropriate sections.

#### 3.3 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Make provisions for erection stresses. Install temporary bracing to maintain alignment, until permanent bracing and attachments are installed.
- C. Field weld components indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain approval of Architect/Engineer prior to site cutting or making adjustments not scheduled.
- F. After erection, touch up welds, abrasions, and damaged finishes with prime paint or galvanizing repair paint to match shop finishes.

#### 3.4 ERECTION TOLERANCES

- A. Section 01400 - Quality Requirements: Tolerances.



- B. Maximum Variation From Plumb: 1/4 inch per story or for every 12 ft in height whichever is greater, non-cumulative.
- C. Maximum Offset From Alignment: 1/4 inch.
- D. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 07840  
FIRESTOPPING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fireproof firestopping and fire safing materials and accessories.

1.2 RELATED SECTIONS

- A. Division 16: Electrical: Electrical General Requirements: Electrical work requiring firestopping.

1.3 REFERENCES

- A. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- B. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
- C. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
- D. Standard Building Code.

1.4 PERFORMANCE REQUIREMENTS

- A. Fireproofing Materials: ASTM E119 and ASTM E814 to achieve a fire rating as noted on Drawings unless specified otherwise. Provide materials and insulation identical with assemblies which have been tested and defined in publications by recognized rating authorities for fire resistance rating authorities for fire resistance rating indicated.
  - 1. Comply with the applicable design numbers of the "Fire Resistance Directory" by UL.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on product characteristics, performance and limitation criteria.
- C. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Through Penetration Firestopping of Fire Rated Assemblies: ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.

1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
2. Floor and Roof Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
  - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.
- B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.
  1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
  1. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: E1966 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
- B. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.
- C. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- D. Perform Work in accordance with State of South Carolina standards.
- E. Maintain one (1) copy of each document on site.

#### 1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years experience.
- B. Applicator: Company specializing in performing the work of this Section with minimum three years experience approved by manufacturer.

#### 1.8 REGULATORY REQUIREMENTS

- A. Conform to applicable South Carolina Building Code for fire resistance ratings and surface burning characteristics.

#### 1.9 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.
- B. Maintain this minimum temperature before, during, and for 3 days after installation of materials.
- C. Provide ventilation in areas to receive solvent cured materials.



## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Dow Corning Corporation.
- B. Substitutions: Under provisions of Section 01600, and A701 and Article 3.3 of Instruction to Bidders.

### 2.2 MATERIALS

- A. Compatibility: Before selection and purchase of each specified firestopping, investigate its compatibility with joint surfaces. Joint fillers, and other materials in joint system.
- B. Each Firestop System installation shall bear the same fire ratings as the partition penetrated.
- C. The following items D, E and F are principal items only. Contractor is to comply with U.L. requirements for any and all penetrations through rated construction.
- D. At un-insulated steel pipe, conduit or ducts provide one of the following:
  - 1. Fire Barrier CP25 N/S Caulk; 3M.
  - 2. Metal Caulk 835: Rector Seal.
  - 3. Firestop foam and Firestop sealant; Dow Corning corp.
- E. At insulation and un-insulated plastic pipe and insulated steel pipe, conduit or ducts, provide one the following:
  - 1. Fire barrier FS-195 with CP Caulk or MP Moldable Putty; 3M.
  - 2. Metal Caulk 950/880: Rector Seal.
  - 3. Fire stop wrap strip 2002; Dow Corning.
- F. Where fire rated partitions abut underside of steel decks, beams, or concrete decks and/or slabs, provide one of the following:
  - 1. Fire Stop Sealant; Dow Corning.
  - 2. Fire-SIL; Tremco.
  - 3. CS240 Firestop Sealant: Hilti Construction Chemicals.

### 2.3 ACCESSORIES

- A. Provide metal and/or wire mesh sleeves, retaining collars, backing materials including mineral wool and other components required for Firestop system used.
- B. Retainers: Compatible clips to support mineral fiber matting.
- C. Dam material: mineral fiberboard, removable.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that openings are ready to receive the work of this Section.

### 3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter which may effect bond of firestopping material, immediately before installation.
- B. Remove incompatible materials which affect bond.
- C. Install backing materials to arrest liquid material leakage.

### 3.3 APPLICATION

- A. Apply primer and materials in accordance with manufacturer's instructions.
- B. Apply firestopping material and intumescent wrap in sufficient thickness to achieve rating to uniform density and texture.
- C. Install material at walls or partition openings which contain penetrating sleeves, piping, ductwork, conduit and other items requiring firestopping.
- D. Remove dam material after firestopping material has cured.
- E. Where fire rated partitions abut underside of steel, firmly pack mineral wool (min 4 PLF density) into space between top of partition and underside of steel allowing 1/2" depth on each face of partition for fire resistive firestop. Provide materials and installation in conformance with assembly that has been tested and defined in publications by testing agency, if available.
- F. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surface including rough textures. Use masking tape or other precautionary devices to prevent staining on adjoining surfaces, by either primer/sealer or the sealant.

### 3.4 CLEANING

- A. Clean Work under provisions of Section 01500.
- B. Clean adjacent surfaces of firestopping materials and remove excess and spillage of compounds promptly as work progresses. Clean adjoining surfaces without damage to adjoining surfaces to eliminate evidence of spillage.

### 3.5 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01500.
- B. Protect adjacent surfaces from damage by material installation.

END OF SECTION 07840

SECTION 08212  
WOOD DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Flush wood doors; flush configuration; fire rated and non-rated, field painted to match existing door.

1.3 REFERENCES

- A. ASTM E152 - Methods of Fire Tests of Door Assemblies.
- B. ASTM E413 - Classification for Determination of Sound Transmission Class.
- C. AWI - Quality Standards of the Architectural Woodwork Institute.
- D. NFPA 80 - Fire Doors and Windows.
- E. NFPA 252 - Standard Method of Fire Tests for Door Assemblies.
- F. UL 10B - Fire Tests of Door Assemblies.
- G. Warnock-Hersey - Certification Listings for fire doors.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01330 Submittal Procedures.
- B. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special blocking for hardware.
- C. Product Data: Indicate door core materials and construction; veneer species, type and characteristics; factory machining criteria, factory finishing criteria.
- D. Manufacturer's Installation Instructions: Indicate special installation instructions.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with AWI Quality Standard Section 1300, Custom Grade.



- B. Perform Work in accordance with State of South Carolina standards.
- C. Maintain one (1) copy of each document on site.

#### 1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

#### 1.7 REGULATORY REQUIREMENTS

- A. Fire Door Construction: Conform to UL 10B, ASTM E152, UL 10B.
- B. Installed Doors: Conform to NFPA 80 for fire rated class indicated on schedules.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Section 01600.
- B. Package, deliver and store doors in accordance with AWI Section 1300 and ANSI/AWMA Requirements.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges if stored more than one week. Break seal on-site to permit ventilation.

#### 1.9 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings, instructed by manufacturer.

#### 1.10 COORDINATION

- A. Coordinate work under provisions of Section 01300.
- B. Coordinate the work with door opening construction, door frame and door hardware installation.

#### 1.11 WARRANTY

- A. Provide warranty under provisions of Section 01700 to the following term:
  - 1. Interior Doors: Manufacturer one (1) year.

- B. Provide for replacing to include cost of rehangng and refinishing at no cost to the owner. Wood doors exhibiting defects in materials or workmanship, including warp and delamination within minimum period of one (1) year from date of substantial completion of the work.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Mohawk Flush Doors.
- B. Marshfield Doors
- C. Algoma Hardwoods, Inc.
- D. Substitutions under provisions of Section 01600 and A701, Article 3.3.

### 2.2 DOOR AND TRANSOM PANEL TYPES

- A. Flush Interior Doors: 1-3/4 inches thick; solid core construction LD 2, fire rated as indicated.

### 2.3 DOOR CONSTRUCTION

- A. Core (Solid, Non-Rated): AWI Section 1300, Particle Core LD 2 5 ply.
- B. Core (Solid, Fire Rated): AWI Section 1300, Type FD 1-1/2 5 ply.

### 2.4 FLUSH DOOR FACING

- A. Veneer Facing (Flush Interior Doors): AWI Rotary White Birch Species Prefinished Custom Grade Book Match with CE (compatible hardwood) edge. Finish transparent stain.

### 2.5 ADHESIVE

- A. Facing Adhesive Type II - Water resistant.

### 2.6 ACCESSORIES

- A. Glass stops: Wood, of same species wood as door facing at non-rated doors. Rolled steel type designed to conform to UL requirements at fire-rated doors; prepared for countersunk style tamperproof screws.

### 2.7 FABRICATION

- A. Fabricate non-rated doors in accordance with AWI Quality Standards requirements.
- B. Fabricate fire rated doors in accordance with AWI Quality Standards and to UL Warnock-Hersey 10B requirements. Attach fire rating label to door.
- C. Premachine doors for finish hardware.
- D. Provide flush doors with 1/2 inch thick edge strips of wood species to match door finish.
- E. Astragals for double doors: Provide T-shaped metal astragals in one piece to conform with UL requirements for rating indicated on Schedule.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify frame opening conditions.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

#### 3.2 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions.
- B. Trim non-rated door width by cutting equally on both jamb edges.
- C. Trim door height by cutting top and bottom edges to a maximum of 3/4 inch (19 mm). Trim fire door height at bottom edge only, in accordance with fire rating requirements.
- D. Pilot drill screw and bolt holes. Use threaded through bolts for half surface hinges.
- E. Machine cut for hardware. Core for handsets and cylinders.
- F. Coordinate installation of doors with installation of frames.

#### 3.3 INSTALLATION TOLERANCES

- A. Conform to AWI requirements for fit and clearance tolerances.



- B. Conform to AWI Section 1300 requirements for maximum diagonal distortion.
- C. Maximum Diagonal Distortion (Warp): 1/16 inch measured with straight edge or taught string, corner to corner.

3.4 ADJUSTING

- A. Adjust work under provisions of Section 01700.
- B. Adjust door for smooth and balanced door movement.

END OF SECTION 08212

SECTION 09651

RESILIENT TILE FLOORING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Resilient tile flooring and accessories for the elevator cab flooring.

1.1 REFERENCES

- A. American Association of Textile Chemists and Colorists, AATCC 134 - Electrostatic Propensity of Carpets.
- B. ASTM International (ASTM):
  1. ASTM C 1028 - Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method.
  2. ASTM D 2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
  3. ASTM D 3884 - Standard Guide for Abrasion Resistance of Textile Fabrics (Rotary Platform, Double-Head Method), Abrasion Wheels- H18 with 1000grams load.
  4. ASTM E 492 - Standard Test Method for Laboratory Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine.
  5. ASTM E 662 - Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
  6. ASTM E 648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
  7. ASTM E 989 - Standard Classification for Determination of Impact Insulation Class (IIC).
  8. ASTM F 137 - Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus.
  9. ASTM F 386 - Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces.
  10. ASTM F 925 - Standard Test Method for Resistance to Chemicals of Resilient Flooring.
  11. ASTM F 970 - Standard Test Method for Static Load Limit.
  12. ASTM F 1514 - Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change.
  13. ASTM F 1515 - Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.
  14. ASTM F 1700 - Standard Specification for Solid Vinyl Floor Tile.
  15. ASTM F 1869 - Standard Test Method for Measuring Moisture Vapor

- Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
16. ASTM F 1914 - Standard Test Methods for Short-Term Indentation and Residual Indentation of Resilient Floor Covering.
  17. ASTM F 2055 - Standard Test Method for Size and Squareness of Resilient Floor Tile by Dial Gage Method.
  18. ASTM F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
  19. ASTM F 2199 - Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat.

## 1.2 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide detailed data on each product to be used including but not limited to the following information as applicable:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.
  4. Maintenance recommendations.
- C. Selection Samples: For each finish product specified, two sets of each type, colors and finish of resilient flooring and accessory required, indicating full range of color and pattern variation.
- D. Verification Samples: For each finish product specified, two sets of each type, colors and finish of resilient flooring and accessory required, indicating color and pattern of actual product, including variations, as proof of application compliance.
- E. Closeout Submittals: Submit three copies of the following:
  1. Maintenance and operation data includes - methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
  2. Documentation of warranty specified herein.
- F. Flame Spread Certification: Submit manufacturer's certification that resilient flooring furnished for areas indicated to comply with required flame spread rating has been tested and meets or exceeds indicated or required standard.

## 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum two years experience and completed at least three projects of similar magnitude, material and complexity. Upon request, provide project references including contact names and telephone numbers for three projects.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and



application workmanship.

1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship, color, sheen and finished appearance are approved by Architect.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Flooring material and adhesive shall be acclimated to the installation area for a minimum of 48 hours prior to installation.
- C. Store cartons of tile products flat and squarely on top of one another, not on edge.
- D. Store tubes of feature strips and borders in a horizontal position. Storage in a vertical or inclined position causes uneven weight distribution, which will spaghetti the ends of the feature strips. Store all tubes laying flat.

#### 1.5 PROJECT CONDITIONS

- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations. Areas to receive flooring shall be clean, fully enclosed, weather tight with the permanent HVAC set at a uniform temperature of at least 65 degrees F (18 degrees C) and less than 85 degrees (30 degrees C) 48 hours prior to and during and for not less than 48 hours after installation. The flooring material shall be conditioned in the same manner prior to installation.
- B. Close spaces to traffic during resilient flooring installation and for a period of time after installation as recommended in writing by the manufacturer.
- C. Install resilient flooring materials and accessories after other finishing operations, including painting, have been completed.
- D. Where demountable partitions and other items are indicated for installation on top of sheet resilient flooring material, install flooring material before these items are to be installed.
- E. Concrete substrates should not exceed 82 percent RH and/or 6 lbs. X 24 hrs. X 1000 sf. moisture vapor emissions rate tested in accordance to ASTM F 2170 and ASTM F 1869.
- F. Store tubes of feature strips and borders in a horizontal position. Storage in a vertical or inclined position causes uneven weight distributions, which will spaghetti the ends of the feature strips. Store all tubes laying flat.

#### 1.6 WARRANTY

- A. Warranty Period: Manufacturer's standard warranty against manufacturing defects

and wearing for flooring and as follows:

1. 10 year commercial warranty.

#### 1.7 EXTRA MATERIALS

- A. Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 closeout submittals requirements.
  1. Quantity: Furnish quantity of flooring units equal to 2 percent of amount installed. Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Mohawk "Living Local" Luxury Vinyl Tile, which is located at: 160 S. Industrial Blvd, Calhoun, GA 30701; Toll Free Tel: 888-740-6936; Web: [www.mohawkgroup.com](http://www.mohawkgroup.com)
- B. Approved equal: Mannington
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

#### 2.2 RESILIENT TILE FLOORING (LVT)

Resilient Tile Flooring: Mohawk "Living Local" Luxury Vinyl Tile (Basis of Design)

1. Dimensions: 48 inches by 6 inches
2. Material Compliance: ASTM F 1700, BS EN 649, BSEN 654.
  - a. Reaction to Fire: ASTM E 662, ASTM E 648.
  - b. Slip Resistance: ASTM C 1028, R9 classification.
3. Antimicrobial Properties: AATCC Method 174, Part 174.
4. Wear Layer Thickness: 20 mil (0.5 mm).
5. Tile Thickness: 3 mm.
6. Edge: Non-beveled edge.
7. Item Number and Name:
  - a. TBD from standard colors

#### 2.3 ACCESSORIES

- A. Manufacturer's Floor Care Kit with cleaning and maintenance products in quantities appropriate to size and scope of resilient flooring application are available but not required.
- B. Adhesive: Manufacturer's recommended adhesive as follows.
  1. Manufacturer's Epoxy adhesive.
    - a. Provide manufacturer's recommended concrete floor sealer for high

- moisture applications.
- 2. Manufacturer's 332 acrylic "wet set" adhesive.
  - a. Provide manufacturer's recommended concrete floor sealer for high moisture applications.
- 3. Manufacturer's pressure sensitive adhesive.
  - a. Provide manufacturer's recommended concrete floor sealer for high moisture applications.
- C. Portland based cementitious base leveler. Gypsum based not acceptable.
- D. Manufacturer approved substrate board

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Inspect floor to be installed immediately upon arriving at job site; perform a moisture test.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. The installation of the resilient flooring shall not begin until the work of all other trades has been completed, particularly wet and overhead trades.
- E. Areas to receive flooring shall be adequately lighted during all phases of the installation process.

#### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Using Portland based cementitious base leveler fill and cover all seams, nail heads, voids, cracks, and expansion joints. Achieve smooth, even, firmly attached substrate for best finish results. Gypsum based underlayment not acceptable with Vinyl Flooring unless it is first properly prepared.
  - 1. Encapsulate the gypsum with a premium latex primer/sealer.
  - 2. Float with a Portland cement compound using a latex additive (as recommended by the manufacturer) instead of water.
  - 3. Once substrate levelness is achieved continue with the next step.
- C. Apply concrete floor sealer to substrate in accordance with manufacturer's recommendations.
- D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.



- E. Concrete Substrates: The Contractor shall verify to the Owner and installer a minimum of 30 days prior to the scheduled resilient flooring installation the following substrate conditions. All substrate testing shall be documented and submitted to the Architect and Owner before commencement of the flooring installation.
1. Verify that substrates are dry, free of debris, and that all curing compounds, sealers, and hardeners have properly cured.
  2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.

### 3.3 INSTALLING RESILIENT TILES AND PLANKS

- A. General:
1. Permanent HVAC system shall be turned on and set to a minimum of 65 degrees F (20 degrees C) for a minimum of 48 hours prior to, during and 48 hours after installation. After the installations, the maximum temperature should not exceed 125 degrees F (37 degrees C).
  2. All products must be allowed to acclimate at least 24 to 48 hours before installation. This means product must be placed in the same room as the install that is taking place and removed from its factory packaging.
  3. Material shall be visually inspected prior to installation.
  4. Ensure that all recommendations for sub-floor and jobsite conditions are met prior to beginning the installation. Once the installation is started, Contractor and installer have accepted those conditions.
  5. Install in accordance with manufacturer's installation instructions for each product type and application specified.
- B. Layout and Installation:
1. In order to achieve a random natural wood look, take planks and cut nominal lengths to be used on the first course; example: 10 inches, 40 inches, 15 inches, 25 inches, 8 inches. At the end of the first course, all cut planks remaining should be used on the next course. Position planks so the end seams are no closer than the width of the plank being installed. Maintain this approach to staggering the planks throughout the entire installation.
  2. Center tiles or planks in rooms and hallways so borders are not less than half a tile or plank when possible.
  3. Cut edges shall always be installed against a wall.
  4. Install using tile and plank installation techniques recommended by manufacturer.
  5. Install tiles, planks, borders and feature strips in locations and configurations

indicated on the Drawings.

- C. Adhesive Application:
  - 1. Any spread glue has to be covered with material and rolled within the recommended time frame described on the adhesive container.
  - 2. If troweled adhesive skims over, scrape up and reapply.
  - 3. Install in accordance with adhesive manufacturer's recommendations.
  - 4. Refer to manufacturer's literature for selection criteria for trowel size, type.
  - 5. Using proper trowel size, apply adhesive in accordance with label on adhesive.
  - 6. Spread a 4 inch wide band of adhesive around the perimeter of the area designated as an extreme condition area.
  - 7. An additional 4 inch band should be spread at approximately 10 foot (3 m) intervals.
  - 8. For transitional areas, from loose lay to another floor covering of a different height, a 4 inch band of adhesive should be spread across the length of the transition.

#### 3.4 CLEANING

- A. Wipe off any adhesive on floor as installation proceeds. Wait 48 hours before applying the cleaning and maintenance products.
- B. Prior to installation of permanent fixtures or furniture, remove all dirt, debris, or residual adhesive and clean the floor. If desired, a protective coating may be applied at this time. Specific products and instructions are available from the manufacturer.

#### 3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

#### 3.6 MAINTENANCE

- A. Comply with manufacturers instructions for proper cleaning and maintenance of the products.

#### 3.7 SCHEDULE

- A. Refer to the Room Finish Schedule on the architectural drawings for VCT2.

END OF SECTION

SECTION 09900  
PAINTS AND COATINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints, stains, varnishes, and other coatings.
- B. Paint and stain all surfaces that are primed for painting. Do not paint any surfaces that are factory primed unless noted otherwise.
- C. Related Sections:
  - 1. Section 05500 - Metal Fabrications: Shop primed items.
  - 2. Section 08212 - Standard Steel Doors and Frames

1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D16 - Standard Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
  - 2. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
  - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. National Fire Protection Association:
  - 1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- C. Painting and Decorating Contractors of America:
  - 1. PDCA - Architectural Painting Specification Manual.
- D. SSPC: The Society for Protective Coatings:
  - 1. SSPC - Steel Structures Painting Manual.
- E. Underwriters Laboratories Inc.:
  - 1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Submittal procedures.



- B. Product Data: Submit data on finishing products. Samples:
  - 1. Submit color charts for selection by architect for review not less than four weeks before painting is scheduled to start.
- C. Manufacturer's Installation Instructions: Submit special surface preparation procedures, substrate conditions requiring special attention.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 – Contract Close Out: Closeout procedures.
- B. Operation and Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

#### 1.6 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
  - 1. Fire Retardant Finishes: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- B. Perform Work in accordance with State of South Carolina standards.
- C. Maintain one copy of each document on site.

#### 1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum ten years documented experience and approved by manufacturer.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 – Materials and Equipment: Product storage and handling requirements.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Paint Materials: Store at minimum ambient temperature of 45 degrees F and maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 – Materials and Equipment.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish and Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candle measured mid-height at substrate surface.

1.10 WARRANTY

- A. Section 01700 - Contract Close Out: Product warranties and product bonds.
- B. Furnish five year manufacturer warranty for paints and coatings.

1.11 EXTRA MATERIALS

- A. Section 01700 - Contract Close Out: Spare parts and maintenance products.
- B. Supply 1 gallon of each color, type, and surface texture; store where directed.
- C. Label each container with color, type, texture, room locations, in addition to manufacturer's label.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers: Paint, Transparent Finishes, Stain, Primer Sealers, Block Filler, Field Catalyzed Coatings.
  - 1. Sherwin Williams (basis for design)
  - 2. Duron Inc.
  - 3. The Glidden Co.
  - 4. PPG Architectural Finishes
  - 5. Substitutions: Section 01600 - Product Requirements

## 2.2 COMPONENTS

- A. Coatings: Ready mixed, except field catalyzed coatings. Prepare coatings:
  - 1. To soft paste consistency, capable of being readily and uniformly dispersed to homogeneous coating.
  - 2. For good flow and brushing properties.
  - 3. Capable of drying or curing free of streaks or sags.
  - 4. Exterior: GC-03
  - 5. Clear Wood Finishes: SCAQMD Rule 113
  - 6. Interior: Maximum Volatile Organic Compound Content in accordance with GS-11 with a maximum of 50 g/L for flat paints and coatings and 150 g/L for non-flat paints and coatings.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve finishes specified; commercial quality.
- C. Patching Materials: Latex filler.
- D. Fastener Head Cover Materials: Latex filler.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01330 - Submittal Requirements: Coordination and project conditions.
- B. Verify surfaces and substrate conditions are ready to receive Work as instructed by product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions capable of affecting proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Plaster and Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
  - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
  - 5. Concrete Floors: 8 percent.

### 3.2 PREPARATION

- A. Surface Appurtenances: Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces capable of affecting work of this section.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- F. Asphalt, Creosote, or Bituminous Surfaces Scheduled for Paint Finish: Remove foreign particles to permit adhesion of finishing materials. Apply compatible sealer or primer.
- G. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- H. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- I. Copper Surfaces Scheduled for Paint Finish: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
- J. Copper Surfaces Scheduled for Natural Oxidized Finish: Remove contamination by applying oxidizing solution of copper acetate and ammonium chloride in acetic acid. Rub on repeatedly for required effect. Once attained, rinse surfaces with clear water and allow to dry.
- K. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- L. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- M. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.



- N. Plaster Surfaces: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- O. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- P. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
- Q. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- R. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.
- S. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior paintable caulking compound after prime coat has been applied.
- T. Exterior Wood Scheduled to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after sealer has been applied.
- U. Wood Doors Scheduled for Painting: Seal wood door top and bottom edge surfaces with clear sealer.
- V. Metal Doors Scheduled for Painting: Prime metal door top and bottom edge surfaces.

### 3.3 EXISTING WORK

- A. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

### 3.4 APPLICATION

- A. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

- B. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
- C. Sand wood and metal surfaces lightly between coats to achieve required finish.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Where clear finishes are required, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.
- F. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- G. Prime concealed surfaces of interior wood surfaces scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with thinner.
- H. Finishing Mechanical And Electrical Equipment:
  - 1. Refer to Division 15 and Division 16 for schedule of color coding and identification banding of equipment, duct work, piping, and conduit.
  - 2. Paint shop primed equipment.
  - 3. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
  - 4. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, except where items are shop finished.
  - 5. Paint interior surfaces of air ducts visible through grilles and louvers with one coat of flat black paint to visible surfaces. Paint dampers exposed behind louvers, grilles, to match face panels.
  - 6. Paint exposed conduit and electrical equipment occurring in finished areas.
  - 7. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
  - 8. Color code equipment, piping, conduit, and exposed duct work in accordance with requirements indicated. Color band and identify with flow arrows, names, and numbering.
  - 9. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.5 CLEANING

- A. Section 01700 - Contract Close Out: Final cleaning.
- B. Collect waste material which may constitute fire hazard, place in closed metal containers, and remove daily from site.

### 3.6 SCHEDULE - INTERIOR SURFACES

- A. Steel - Unprimed:

1. Touch-up with Procryll primer.
  2. Two coats of alkyd enamel, semi-gloss.
- B. Steel - Primed:
1. Touch-up with Procryll primer.
  2. Two coats of alkyd enamel, semi-gloss.
- C. Steel - Galvanized:
1. One coat All Surface latex Primer A41 Series.
  2. Two coats of alkyd semi-gloss.
- D. Gypsum Board Walls:
1. One coat of SW Preprite primer 200 B28200 Series.
  2. Two coats of SW Cashmere Low Lustre D17 Series
- E. Gypsum Board Ceilings:
1. One coat of SW Preprite primer 200 Series B28200.
  2. Two coats of SW Promar 400 Series B30W400 Flat.
- F. Interior wood doors and frame.
1. One coat of SW Preprite primer 200 B28200 Series.
  2. Two coats of SW Cashmere Low Lustre D17 Series
- G. CMU Walls:
1. One coat of block filler B42W00 150-20 Heavy Duty Block Filler
  2. Two coats of Pro Industrial Acrylic Coating B66 W671

END OF SECTION 09900

SECTION 14245

HYDRAULIC PASSENGER ELEVATOR

**Part 1 GENERAL**

ALL SPECIFICATIONS WITHIN THIS DOCUMENT REFERENCE THE SPECIFICATIONS FOR THE HORRY GEORGETOWN TECHNICAL COLLEGE BUILDING 1000 ELEVATOR DOCUMENT. AMENDMENTS AND EXCEPTIONS ARE LISTED WITHIN THIS DOCUMENT.

**Part 1.01 SUMMARY**

Section Includes:

- (A) Removal of existing elevator and replacement with One {1} new electrically driven, oil-hydraulic elevator system complete installation located at Horry Georgetown Technical College Building 1000, Conway, South Carolina. Pre-engineered elevator products, systems and such are not acceptable and shall be rejected.

Section One is applicable in full hereto:

- (B) The installation work on this elevator shall include all but not be limited to: manpower, tools, ladders, hoists, scaffolding, supervision, insurance, materials, parts, elevator equipment, supplies, hardware, elevator electrical work and devices, lubricants, hydraulic fluid, welding, scheduling, cleaning, painting of elevator equipment and steel work and all other listed items associated directly with the elevator work and as required hereinafter. Additionally, refer to the Elevator Specifications, General Conditions and other specification sections, any Special Project Conditions, Instructions to Bidders, project manual and such that impact this project and/or any other instructions or requirements pertaining to complete site examination, bidding requirements, project schedule, submittals, working hours and overall elevator work related schedules and any other items necessary for project work compliance.

- (C) This project is a "time is of the essence" contract, to be coordinated by the Elevator Contractor who shall function under the direction of a General Contractor. Elevator installation work includes, but is not limited to the following: materials, labor, supervision, requirements, operations, and provisions:



1. Removal of existing elevator and components. See specification section 02225: Removal of Existing Elevator
2. Provide new: Oil-hydraulic pumping unit with special EV40 valve design or approved equal and all the required or associated assembly features specified hereinafter.
3. Provide new: All hydraulic pressure piping, shut-off valves, fittings, components, piping support stands, and the like as specified hereinafter.
4. Retain: Use the existing jack hole, jack, and cylinder.
5. Retain: Use existing platform and car frame assembly.
6. Provide new: Hydraulic fluid to completely fill the hydraulic system as specified hereinafter.
7. Retain hoistway doors, Entrance Frames and Car Doors at each landing of the elevator as specified hereinafter.
8. Provide new: All required electrical wiring in the elevator machinery room and on the elevator car, including traveling cables and wiring throughout the elevator hoist way. All such wiring shall be new and fully enclosed in conduit or other enclosed raceways, except for new, flexible, electrical traveling cables. Machinery room wiring shall all be conduit (new or existing) with all new electrical boxes, fittings, and such. Refer to Electrical drawings and specifications listed hereinafter. Contractors can reuse existing conduit where applicable.
9. Provide new: Car and hoistway door operator machinery with complete "closed loop" control system; door hangers door clutch and tracks; door interlocks and SmarTork™ or approved equal door closers and all related hardware as described hereinafter. Door operator control systems shall be

contained in NEMA 1 rated metal enclosures mounted on the top of elevator car.

10. Provide new: Digitally operated, programmable, elevator controller system as described hereinafter.
11. Provide new: All available energy savings features, including the design of the elevator control system, inverter type elevator motor control and oil control valve system; automatic dimming system for car lighting and auto cut-off of cab exhaust blower; LED lighting in cab and signal fixtures and any other available features, all as described hereinafter.
12. Provide new: All safety devices, both electrical and mechanical, for the elevator equipment related to the door related controls and safety devices.
13. Provide new: Caution and low overhead clearance signs on top of cab and on the walls above the top landing and railing on top of cab, all as described hereinafter.
14. Provide New: Steel pit safety ladder. Refer to Specification section 05500: Metal Fabrications
15. Provide new: All other devices or equipment involved in replacement of the existing equipment shall fully comply with the ASME A17.1-2019 Safety Code for Elevators as well as any other applicable codes which apply to this elevator renovation or replacement work. Refer to specifications listed hereinafter.
16. Provide new: Elevator cab complete with design features specified hereinafter.
17. Provide new: Car doors panel faced with stainless steel on cab interior side of panels as described hereinafter.
18. Provide new: Car operating panel, car position indicator, landing operating panels and landing signal fixtures, all as described hereinafter.

19. Provide: Final connections from the main power disconnect switches, elevator cab lighting power supply and fire alarm/elevator recall system connections and emergency telephone connection, all of which are to be extended to the machinery room for connection to the elevator electrical controller terminal connections. Comply with NEC 70 with such work requirements.
20. Provide: Suitable OSHA protection/barricade at any landing where work is being performed to prevent possible bodily injury.
21. Provide: All other requirements as stated or required hereinafter.
22. Provide: Complete warranty and elevator maintenance provisions, all in compliance with requirements described hereinafter.
23. Provide: Work on elevator shall continue, in uninterrupted manner, from the time the elevator work commences until the work has been fully completed, all as described hereinafter.

(D) The specification calls for alternate pricing for installing a new hydraulic jack assembly and a new hydraulic cylinder, and removal of existing.

**General Construction Work required to be in Elevator Contractor's work - Furnish and install the following:**

1. Sufficient cooling of the elevator machinery room spaces to comply with the ASME A17.1 Elevator Safety Code for equipment cooling purposes. Make any additions, adjustments, alterations, or provisions needed to satisfy the cooling requirements. Refer to E2.0 for Non-Ducted Mini-Split Heat Pump Schedule
2. Installation of a mini split air conditioning unit capable of maintaining the elevator machine room as required by the ASME A17.1 2019. Refer to E2.0 for Non-Ducted Mini-Split Heat Pump Schedule.
3. Installation of elevator main power related disconnect switch to be in the elevator machinery room area. Electrical interlock device shall be included in the main elevator power disconnect to indicate to the elevator electrical controller that disconnect is opened manually. Disconnect shall be capable of being locked in the off position. Include dual element fuses in the main power supply disconnect of the size required by the elevator contractor. Disconnect shall be labeled with feed location. Refer to the Electrical Drawings.

4. Existing 480 Volts + or - 5% of normal, 3 Phase, 60 Cycle with a separate equipment grounding conductor. Refer to the Electrical Drawings.
5. Installation of 120 volts, 15 amps, single phase power disconnect for car lighting, alarm bell and related circuitry. Disconnect shall be lockable in off position. Disconnect shall be located near the main power disconnect in the elevator machinery room area. Refer to the Electrical Drawings.
6. Provide at least two (2) GFCI rated, 120 volts, 15 amps, duplex type electrical outlets in the elevator machinery room area. Refer to the Electrical Drawings.
7. Provide all required fire alarm and elevator recall circuits, conduits, and such, including fire alarm system modules and such, connected to appropriately identified junction boxes in the machinery room area located near the elevator electrical controller panel. As per E1.0 the existing fire alarm panel is to be replaced. The signals to be supplied to the to the elevator controller shall include at least the following:
  - A. Fire initiating device operation for main floor
  - B. Fire initiating device operation for alternate floor
  - C. Fire initiating device operation for machinery space and/or in hoistway area
8. Install all elevator code compliant electrical lighting in the elevator machinery rooms using LED technology for reliability and lower energy usage. Mount the lighting to comply with the latest elevator code requirements of 19-foot candles, measured at the floor, throughout the area. Locate the light switch near the machinery room door strike jamb inside the elevator machinery room area. Refer to the Electrical Drawings
9. Provide pit lighting system in elevator pit area. Pit lighting shall be dual strip design, LED type, vapor proof, 48" long fixtures, 5000 lumens, clear lens, mounted horizontally below the elevator entrance threshold toe guard in the pit area. Light switch shall be located near the top of the pit access ladder. Refer to the Electrical Drawings



10. Provide a dual 120-volt, 15 amp, GFCI type, UL rated PVC electrical receptacle in the elevator pit area equipped with a self-closing cover. Refer to the Electrical Drawings
11. Machinery room door shall be self-closing to the fully locked position with suitable self-locking hardware requiring a key for entry. Also, appropriate signage shall be installed on the door indicating, "DANGER - ELEVATOR EQUIPMENT. NO UNAUTHORIZED ENTRY."
12. Patch any holes in hoistway walls. See architectural drawings and associated specification sections.
13. Any other required elevator or building code requirements to meet the elevator, electrical and fire code as they pertain to the elevator renovation work.

#### **Part 1.02 SUBMITTALS**

- A. *Submittal Requirements:*** Elevator Contractor shall submit all required shop drawings and other required submittals within the time frame shown in the project document requirements as otherwise directed. Submittals shall be based on full compliance with the elevator specifications without substitutions. Maximum time for submittal of shop drawings and other submittal requirements shall be no more than fifteen (15) days from notice to proceed with the contract. All such documents shall be submitted in the same package and not in a piecemeal manner.
- B. *Product Data:*** Submit all product data, shop drawings and other documents, cuts, catalog materials and /or similar documents, which adequately depict design and information on all the following items in full compliance with the elevator specification requirements, in the quantity of copies required by the Architect.
  1. Roller type guide assemblies for elevator car frames.
  2. Hydraulic pumping unit complete including pump, motor, reservoir, especially designed model EV40 Blain brand or approved equal oil-control valve assembly with all suitable dimensions and characteristics of the overall unit size.

3. Special Yaskawa brand or approved equal elevator electrical inverter motor drive assembly including dimensions of the overall unit.
4. Elevator cab LED lighting system; elevator cab emergency LED lighting system; cab lights dimming system/exhaust blower-off system, elevator cab exhaust blower, all in compliance with the requirements listed hereinafter.
5. Hoistway door panel and frame assemblies; car door and hoistway door tracks; door operator system complete; door hangers and rollers for hoistway and car doors; car door clutch assembly; car door restrictor device or car door interlock assembly, MOW model or equal, hoistway door interlocks and pick-up devices; SmarTork™ brand or equal, reel type hoistway door closer devices and miscellaneous hardware.
6. Gorman brand, or approved equal, hydraulic cylinder packing materials and seals, complete.
7. Hydraulic oil pressure line components furnished that are specified hereinafter, including listing all fittings, devices and piping sizes and thicknesses.
8. List of all painting products along with type and manufacturer to be used on the project.
9. List of trouble-shooting system components, tools, components and miscellaneous other such requirements associated with the new equipment being furnished on the elevator system.
10. List and description of all sealants and related products.
11. List of all items to be provided to the Owner at completion of work on the project.

**C. *Shop Drawings:*** Submit electronically in accordance with Section 01330: Submittal Procedures of the required shop or layout drawings:

1. Complete layout drawings showing the general location of all elevator equipment in the machine room areas.

2. Provide general schedule and drawing showing all elevator and related power requirements and branch circuit protection in the elevator machinery room.
3. Show all hydraulic piping routing, fitting locations and other such components including all piping support stands, vibration isolation, shutoff valves and so forth.
4. Electrical layout of all miscellaneous electrical work provided in elevator machinery area.
5. Elevator hoistway door entrances including doors, frames, thresholds, and related support items.
6. All elevator cab design and equipment features, car lighting systems, ceiling design and dimensional data for same.
7. All car operating devices, signal fixtures and such for the elevator.

**D. *Finish Selection Information:*** Submit stainless finishes for hoistway door finish materials for approval. Provide four (4) samples for approval.

**E. *Certificates:*** Elevator installation permits, inspection reports and acceptance certificates for the elevator and related work shall be provided. Additionally, copies of all other permits for construction and electrical work shall be provided. Submit the required documents in accordance with Section 01700 Contract Closeout.

**F. *Operation and Maintenance Documents, Equipment & Components:*** At the completion of the project and prior to final payment for the work specified hereinafter, the following documents, manuals, materials, service tools and related items shall be provided to the Owner for this elevator work:

1. Submit the required documents in accordance with Section 01700 Contract Closeout of all new elevator equipment installation instructions; adjustment instructions; maintenance recommendations; parts lists; lists of recommended spare parts; trouble-shooting instructions for elevator electrical controller equipment; electronic type motor drive system adjustments, trouble-shooting instructions and parts listing; oil control valve adjustments instructions and trouble-shooting guide; roller guide adjustments and parts list; door hanger and hanger up-thrust adjustments; door closer adjustments; signal fixture cleaning

instructions; stainless steel cleaning instructions; door operator machinery set-up and adjustments; hoistway door interlock adjustments and related information for all elevator mechanical and electrical components. All this information shall be provided in heavy duty, three ring binders labeled for the project involved.

2. Provide one (1) door operator electrical adjustment tool or device for use in re-adjusting the door equipment. Diagrams for the elevator controller system, hoistway wiring, cab wiring and signal fixture wiring. Include "pull sheets" for all field wiring listing wire numbers and connection points in all locations. Include these drawings in the manual described in item no.1 above.
3. Provide two (2) copies of all required information to allow the elevator control system components to be efficiently and effectively analyzed including all passwords, key words, adjustment parameters, test procedures, legends, reference codes and other important functions to activate the diagnostic portion of the elevator controller systems. Include this information in the manuals described in item no.1 above. Provide complete instructions for changing the microprocessor operating parameters where needed.
4. Provide one (1) set of all wiring diagrams and wiring pull sheets with laminated protection to aid in extending the useful life of the diagrams. Mount on rack in the elevator machinery room area for easy access by elevator maintenance technicians.
5. Provide the following archival items for use by Owner:
  - a. One (1) copy of all microprocessor programs in suitable USB format for use for reprogramming purposes which can be utilized in all aspects of programming of the elevator control systems. The Elevator Contractor is obligated to replace any troublesome or defective computer programs which occur during the one (1) year warranty without additional charges to Owner.
  - b. Provide one (1) spare set each of all special electronic tools or hand-held computers, SIM cards, computer chips, USB stored controller program thumb drives, special devices of any type, etc., which are necessary for adjustment or programming of the elevator controller systems. This includes all such control programs necessary for all elevator electrical systems provided under this contract, including elevator motor drive systems, elevator main controller and door operator systems. These programs shall



be suitable to reinstall the programs in the event of control board replacement due to equipment failures, vandalism, lightning strikes, and such other unforeseen event.

### **Part 1.03 QUALITY ASSURANCE**

- A. *Elevator Equipment Manufacturer Qualifications:*** An approved elevator manufacturer regularly engaged in manufacturing elevator equipment of the various types required for this project that has been manufacturing equipment of the quality and design required for this project for at least ten (10) years:
1. The balance of the major parts or components of the elevator equipment shall be manufactured in North America or alternatively approved in Part 2 - Products.
  2. The manufacturer shall have a documented, on-going, quality assurance program.
  3. Only new components shall be acceptable. No rebuilt, reconditioned or used elevator equipment shall be brought onto the elevator worksite by the Elevator Contactor. The only previously used elevator components are those items clearly identified hereinafter.
  4. In the interest of high quality, comprehensive elevator system engineering integrity, the following items shall be completely engineered and/or manufactured by a single firm or by alternative suppliers listed hereinafter:
    - a. Energy efficient elevator motor inverter drive system or as approved in Part 2 - Products.
    - b. High quality elevator drive motor as approved in Part 2 - Products.
    - c. Special oil control valve as approved in Part 2 - Products.
    - d. Electronic door protection or as listed in Part 2 - Products.
    - e. Elevator cab ceiling assembly and lighting components as approved in Part 2 - Products.

- f. Any other products listed - or as approved in Part 2 - Products.

**B. Elevator Contractor Qualifications:** The Elevator Contractor for this work shall be a firm financially connected with one of the previously listed major Elevator Equipment Manufacturers and shall be a firm which has developed a reputation for high quality workmanship and long-lasting equipment performance as demonstrated in previous elevator installations. The Elevator Contractor shall have no less than ten (10) years satisfactory experience installing and maintaining elevator equipment equal in design, character and performance and successfully building a highly regarded reputation maintaining similar equipment for other clients. The Elevator Contractor shall also have an extensive technical and design engineering department, as part of the firm, which assists in the determination of the correct elevator system products, complete systems, and various elevator components to be incorporated in elevator systems modernization or renovation projects and to regularly provide requested assistance when maintenance contracts require advanced technical skills. Firms without such internal engineering capable personnel providing required support, as direct employees within the firm are not considered acceptable Elevator Contractors for this contract.

**C. Regulatory Requirements:** The following state, federal, local and customary requirements are to be complied with for any new work provided under this contract:

1. ASME A17.1-2019 Safety Code for Elevators and Escalators, including all addenda or corrections.
2. International Building Code, 2018 edition.
3. State of South Carolina, Department of LLR office of elevators.
4. ASME A17.5 Code for Elevator and Escalator Electrical Equipment, latest edition.
5. NFPA 70 & NFPA 72, latest editions published at time of this solicitation.
6. Americans with Disabilities -Accessibility Guidelines (ADAAG)
7. AWS Standards - American Welding Society, latest requirements.
8. NFPA 101 Life Safety Code, latest edition.

9. Any other State, Federal or Local Codes applicable to the elevator renovation work.

**D. Fire-rated Entrance Components:** The new elevator hoistway entrance doors and all door related equipment or hardware shall comply with the applicable requirements, standards and shall all have the applicable labels required for this work.

**E. Inspection and Testing:** Elevator Contractor shall arrange, obtain, and pay for all required inspections as well as installation/replacement permits and associated fees covering the work involved under this contract, as listed below:

1. Secure all State of South Carolina Department of LLR office of elevators and locally required permits, including payment of all associated fees.
2. Required number of copies of all such documents shall be submitted to the Owner with the turn-over documents.

#### **Part 1.04 DELIVERY, STORAGE, HANDLING, SCHEDULING AND SITE WORK**

- A. Deliver all elevator components, materials, and equipment in the elevator equipment manufacturer's protective packaging, crating and the like. All packaging and related refuse shall be properly disposed of at the sole expense of the Elevator Contractor.
- B. Store materials in a dry, protected area. Protect and handle the materials in accordance with the elevator equipment manufacturer's recommendations to prevent damage to the goods. Elevator Contractor shall arrange and pay for all required off-site storage facilities which he or she may need during the execution of this contract. The Owner shall not incur any additional costs for storage, demurrage, handling or other materials related storage expenses. Protected storage at the building site will most likely not be available; consequently, the Elevator Contractor should anticipate the need for off-site storage related to the elevator materials. Any materials that become damaged due to having been stored at the site shall be replaced at the expense of the Elevator Contractor.
- C. Elevator work on this project shall commence on the renovation schedule at the time required by the proposal documents based on information provided by the Architect and/or the General Contractor. All work shall be completed as soon as possible based on working one (1) shift per normal workday and working five (5) days per week, except on elevator industry holidays. Elevator Contractor shall be allowed to work four (4) ten-hour

days per week, in lieu of five (5) days per week, providing this arrangement will not impact the performance and work requirements on the project and subject to the coordination requirements of the General Contractor. Working in concert with any other trades in the coordination and performance of this work is critically necessary. Coordination is required to expedite the work according to the critical schedule. Interruptions in the work schedule shall not be acceptable. Expeditious completion of the elevator work is essential and critical to the operation of the building.

- D. The Elevator Contractor shall be responsible for any damage, repairs and all other expenses associated with his or her employees working on this site. Elevator Contractor shall protect the building structure, all building systems, walls, roofs, and such while working on this project.

#### **Part 1.05 PROJECT CONDITIONS**

- A. ***Prohibited Use:*** The elevator system shall not be used for construction purposes or public conveyance until the elevator installation has been completely finalized and approved by the Architect.
- B. ***Elevator Equipment Design:*** The equipment for this elevator shall be classified as custom design products specifically designed for this project. Machine-Room-Less style and other such elevator products of similar type are not approved for this elevator installation work.
- C. ***Painting Work:*** Except as otherwise indicated in the elevator technical specifications or the painting specifications section 09900, all the following painting shall be required of the Elevator Contractor:
  - 1. Seal and paint the machinery room walls, ceiling, door, and frame. Use semi-gloss near white wall and ceiling paint, high quality, low VOC acrylic latex paint.
  - 2. Prime and paint any new elevator equipment located in the hoistway areas. Use highly effective rust inhibitive painting products. Repaint all new elevator equipment, even if it has a galvanized metal finish.
  - 3. Clean and repaint the exterior of the new pumping unit assembly after installation.
  - 4. Hydraulic piping, fittings, components, piping support stands, and such shall be cleaned, primed, and painted after installation.



5. Thoroughly clean and coat the machined surfaces of the elevator guide rails using two (2) coats of a high quality, drying type, machinist bluing material. Use a product equal to that provided by Precision Brand Products, Inc. (Product no. 50182, 930 ml bottle) available from supplier located at 2250 Curtis Street, Downers Grove, Illinois 60515, phone no. 630.969.7200. Apply this coating when the building is not occupied due to the airborne fumes from the product.
6. Clean and repaint the guide rail support brackets.
7. Clean and repaint the pit buffers, buffer supports and top of the hydraulic cylinder equipment using gloss type black enamel paint.
8. Clean and repaint the top of the elevator cab and structural members of the elevator car frame assembly to achieve a neat and easy to clean appearance.
9. Clean and paint the elevator machinery room floor and elevator pit floor area up to the lowest landing after the other elevator work has been completed. Use high quality, durable, gray colored, high gloss floor and deck enamel for this purpose. Reference Specification section 09900: Painting
10. Clean and repaint the hoistway door fascia materials, door headers, toe guards and dust cover using gloss type black enamel paint.
11. Primers and Paint products shall be highest quality type, manufactured by PPG, Sherwin-Williams, Krylon, Rust Oleum and Valspar or other approved firms.
12. The entire elevator installation work shall have a professional appearance in every respect, in terms of overall painting and workmanship and must meet the requirements of the Owner, Architect and Elevator Consultant.

## **Part 1.06 WARRANTY AND NON-WARRANTY ITEMS**

- A. *Warranty Certificates:*** Submit elevator manufacturer's and Elevator Contractor's printed or type written project warranty certificates agreeing to repair, restore or replace materials having defects in the elevator work and related systems or products. This includes any materials having defects in the elevator work and materials or work furnished under this contract having a defect of any kind, except for obvious abuse or misuse. The warranty period shall be for a period of at least twelve (12) months from the date of Substantial Completion of all elevator work included in this contract. The date of Final Completion shall be as determined by representatives of the Elevator Contractor, Architect and Elevator Consultant.
- B. *Non-Warranty Parts and Equipment:*** The only parts and equipment that the Elevator Contractor shall not be required to furnish, repair, replace or refurbish as part of his or her responsibility are those made necessary because of major acts of vandalism, fire, floods, windstorms, civil disturbances, and other unpredictable major losses.

## **Part 1.07 MAINTENANCE SERVICES**

- A. *Elevator Maintenance Services:*** Elevator Contractor must furnish complete elevator warranty, maintenance, and call-back service on this elevator for a period of no less than twelve (12) months from the final completion date:
1. At least 1.25 hours per month, in the building, based on regular monthly elevator system examinations and adjustments of the elevator. Scheduled maintenance shall be at a minimum, 1.25 hours per month, not including travel time, call-backs, scheduled or unscheduled repairs, tests or non-related routine maintenance work. Call-backs shall not, under any circumstances, be considered as preventive maintenance work.
  2. Routine maintenance work shall be performed during regular time hours of regular working days.

3. Emergency call-backs, minor repairs, adjustments, and other required unscheduled minor repair work shall be provided on a twenty-four (24) hours per day basis, 365 days per year, including all holidays, at no additional cost to the Owner.
4. Elevator Contractor shall respond to regular time call-backs within two (2) hours, maximum. Response time to overtime call-backs shall be no more than three (3) hours, regardless of the time of day. Entrapments shall be responded to as rapidly as possible, regardless of the time of day. These time periods are all based on the arrival time at the building, measured from the time the trouble call is transmitted to the Elevator Contractor's call center. Elevator Contractor shall advise Owner's Representative when the technician arrives on the site in response to a call-back and when the technician departs the site after restoring the elevator in response to a call-back. This information shall be immediately communicated in the form of emails sent to the appropriate Owner's Representative.
5. All elevator work shall be performed by certified elevator technicians. Mechanic's helpers are not permitted to answer trouble calls and shall only provide work such as cleaning, painting, lamp replacements or related work under the direct supervision of a certified mechanic.
6. All elevator maintenance, adjustments and repair work of any type shall be fully documented, including routine maintenance services. All records shall be provided and maintained as required in Section 8.6 of ASME A17.1-2019 and as required by Owner's Representative. Written documentation shall be provided in the machinery room. Records of all maintenance, repairs, parts replacements, call-backs, and other related details shall be entered into an on-line computer system where the information is constantly and always available to the Owner's Representative. No other maintenance and repair work recording program is acceptable. All work time on the elevator shall be properly documented; otherwise, the Elevator Contractor is not in compliance with the contract requirements.
7. Elevator maintenance shall include all parts and equipment, necessary tools, instruments, cleaning supplies, coatings, paints, wiping cloths, fuses, cleaning compounds, lubricants, and other necessary items and all of the necessary equipment, as needed, to

adjust and test the elevator system and to keep the elevator equipment in "like-new" condition during the term of the warranty and maintenance requirements. No after-market rebuilt or used parts shall be brought onto the campus for installation on the elevator.

8. Elevator Contractor shall not permit excessive call-backs or operational problems to occur on the elevator. If call-backs or operational failures are not corrected within a reasonable time, in the sole opinion and at the discretion of the Owner, the Elevator Contractor agrees, in advance, to allow the Owner to retain the services of a reputable Elevator Contractor to repair the elevator equipment. The Elevator Contractor, who installs this elevator equipment, shall be the firm responsible for paying the charges submitted by the other Elevator Contractor to repair the elevator in accordance with the requirements of the Owner. The Owner shall be the sole judge of any required repair or reconditioning work requirements.
9. All maintenance work and response to call-backs shall be provided by Elevator Contractor's own employees and work shall not be sub-contracted to another firm.
10. At, or near the end of the specified twelve (12) months warranty, repair and maintenance period, the Elevator Contractor shall perform all the following work:
  - a. Completely clean all the elevator equipment in the hoistway, machinery room area, pit area and car top area, including the interior of the elevator electrical controller panels.
  - b. Make all adjustments necessary to fully comply with operational standards listed in these specifications and requirements of the elevator code. Elevator must operate smoothly, quietly, accurately and without any vibration.
  - c. Verify that the door operation function is consistent with those requirements listed in these elevator specifications.
  - d. Verify that the leveling accuracy is as specified hereinafter.
  - e. Examine and verify that the elevator performance, floor to floor and in both directions, is functioning properly.



- f. Any work necessary to remove any squeaks, rattles or other undesirable conditions.
- g. Examine and tighten all elevator cab accessories or components.
- h. Examine and verify that the cab lighting fixtures, and the cab lighting dimming feature and exhaust blower automatic shut-down system all function properly. Make any corrections to the system operation as required by the specifications listed hereinafter. Shut-down features shall occur 5-10 minutes after last elevator operation.
- i. Examine and verify that the exhaust blower is not noisy, blower interior and exterior is clean and blower functions properly on all speeds.
- j. Verify and adjust, where needed, the elevator hoistway door interlocks, release mechanisms and door closer reels.
- k. Thoroughly clean all the elevator controller interior components and enclosures.
- l. Replace the car door guide shoes with new shoes of the type and brand specified hereinafter. Replace any of the other door guide shoes, as may be appropriate.
- m. Adjust the roller guide roller assemblies as may be required. Replace any worn or damaged roller wheels.
- n. Check and verify that the hydraulic cylinder packing is not leaking more than 20 ounces of hydraulic fluid per month, otherwise the packing and seals shall be replaced as part of this work.
- o. Examine and verify that there are no leaks in any of the hydraulic piping, fittings, and valves; otherwise, the hydraulic system shall be repaired immediately at the cost of the Elevator Contractor.
- p. Examine and verify that the elevator cab emergency lighting system functions as required hereinafter.

- q. Examine and verify that the battery powered emergency elevator lowering system functions as required in these specifications.
- r. Elevator equipment appearance, operation, safety and performance shall be "like-new" when this work has been completed.
- s. Provide a detailed list of all work that was performed by the Elevator Contractor under these work requirements signed by an executive officer of the Elevator Contractor stating that such work has been performed as required and herein specified.
- t. Elevator Contractor shall notify the Owner's designated Representative at least ten (10) days prior to performing this work so that the Owner can verify that the required work is being performed as specified.
- u. Failure to comply with all these requirements shall render the Elevator Contractor in contract default and subject to recourse by the Owner.

**B. Notice: Applicable Upon Expiration of Elevator Warranty Maintenance Period:** This elevator equipment is intended to be included in the campus wide elevator maintenance contract upon expiration of warranty and maintenance period. No separate elevator maintenance contracts will be considered by Owner.

## **Part 2 PRODUCTS**

### **Part 2.01 MANUFACTURERS**

**A. Manufacturer of Components or Systems:** All products manufactured shall have prior approval so long as they fully comply with all the requirements specified hereinafter. **NO SUBSTITUTIONS ARE PERMITTED. ALL EQUIPMENT FOR THIS PROJECT SHALL BE NON-PROPRIETARY. All non-proprietary equipment must provide the Owner with a full disclosure of software diagnostics and the tools to service.** Components which do not mirror the products listed, in terms of design, performance and operation or do not fully function in strict accordance with these technical specifications, shall not be accepted as

meeting these technical specification requirements. The following additional elevator equipment manufacturing supplier firms are being listed as alternate manufacturers of some components, which are acceptable to the Owner, Architect and Elevator Consultant for this project. These alternate supplier firms shall also fully comply with all the elevator specification requirements and system designs for the respective products listed hereinafter:

1. Door operator and door systems - GAL Manufacturing Corporation model MOVFR-II – 2500 (chain-belt driven), heavy duty linear type or entirely approved equal.
2. Elevator electronic controls - Elevator Controls Corporation Pixel Hydro Model Elevator Controls Corp (EC) or entirely approved equal.
3. Motor drive system - Yaskawa, Special System Design or entirely approved equal.
4. Hydraulic pump assembly- Seim, Settima ,Alweiller or ITI Hydraulics (Andrews SC) brand.
5. Hydraulic cylinder and plunger assembly - ECCO MEI brand or entirely approved equal.
6. Pumping unit drive motor - SB Motor, Elmo or Imperial brand or approved equal.
7. Electronic door controls - Janus brand (3d infrared detector) or entirely approved equal.
8. Hydraulic pumping unit assembly - Quality Elevator Products or entirely approved equal.
9. Roller guide assemblies - Delco brand, ELSCO or entirely approved equal.
10. Door closers - SmarTork™ Inc. or entirely approved equal.
11. Elevator cab - Gunderlin, Retro, Columbia, American Crescent Elevator or entirely approved equal.
12. Cab ceiling, LED ceiling and emergency lighting systems - ECI America, Retro, American Crescent Elevator or entirely approved equal.

13. Cab Door - Peelle, Gunderlin, Columbia, American Crescent Elevator or entirely approved equal.
14. Signal and Operating Fixtures - Innovation Industries or entirely approved equal.
15. Oil control valve assembly - Blain model EV40, Special Model, Maxton Valve (Texas) or entirely approved equal.
16. Biodegradable hydraulic fluid - Enviromax•M or entirely approved equal.

## **Part 2.02 MATERIALS, GENERAL**

**A. *Materials, Patterns and Finishes:*** As selected by the Owner from the Elevator Contractor's standard patterns or finishes required by the specifications for this project as listed hereinafter.

**B. *Steel:***

1. Shapes and bars: ASTM A-336.
2. Sheets: ASTM A-336, cold rolled, commercial quality, class 1, stretcher leveled quality.
3. Finish: Factory applied baked-on finish, zinc plated, dichromate plated, or epoxy coated.

**C. *Stainless Steel:***

1. Sheets, shapes and bars: ASTM A-276, type 304 or higher grade with No. 4 satin finish or textured design as specified hereinafter.
2. Tubing: NAAMM with No. 4 satin finish.

**D. *Aluminum:***



1. Sheet and plate: ASTM B-209, alloy 6063-T52
2. Extrusions: ASTM B-211, alloy 6063-T52

**E. *Finish Flooring on Platform:*** See Specification section 09651: Resilient Tile Flooring, LVT flooring.

### **Part 2.03 HOISTWAY AND MACHINE ROOM EQUIPMENT**

**A. *Platform and Car Sling:*** Existing steel car frame and platform frame assembly to remain for this application. Additionally, provide the following:

1. Provide at least two layers of 3/4" Tongue and Groove moisture resistant plywood for the platform flooring and sub-flooring. Design the elevator platform for class "A" loading.
2. Furnish an elevator code approved metal fire shield on the bottom of the car platform assembly.
3. Clean and repaint the equipment according to the Painting Requirements after installation.
4. Securely tighten all bolts and fasteners on the assembly.
5. Furnish and install high quality LVT finished flooring as specified in section 09651: Resilient Tile Flooring
5. Furnish and install a new stainless car door threshold secured with countersunk aluminum bolts or screws.
6. Furnish and install a galvanized steel apron or toe guard for the front of the platform which complies with the latest elevator code requirements. Paint the toe guard with black gloss paint and attach a 4" wide 3M striped safety tape near the top of the guard for added safety.
7. Arrange the car frame to accept specified roller guide assemblies at all four (4) locations to stabilize the elevator car.

**B. *Roller Guides:*** Elevator Contractor shall clean and adjust the top and bottom, guides on this elevator.

1. Coat any unpainted or unprotected metal components, such as bolts, springs, stops, adjustments, and the like with a highly effective surface coating which will resist rust and corrosion.

**C. *Pit Buffers:*** Retain clean and paint spring type pit buffers and related equipment, support beams and such, as part of the following work by the Elevator Contractor:

1. Thoroughly clean, prime and paint the pit buffers and buffer supports located in the pit area.
2. Level the support beams, as may be necessary, and grout same to permit proper contact with the pit floor.
3. Buffers shall contact strike plates on the bottom of the car frame channels on the bottom of the car.

**D. *Pit Area Including Equipment, Walls, and Floor:*** All of the equipment and the pit structure shall be thoroughly cleaned to remove the dirt, debris, oil and oil residue from the area:

1. After cleaning the entire pit area, floor and walls, the area should be primed and painted to improve the appearance and ease in cleaning.
2. Paint all the elevator equipment in the pit area according to the Painting Requirements in specification section 09900: painting

**E. *ALTERNATE #1. Hydraulic Cylinder Assembly, Cylinder Protection and Cylinder Hole***

Furnish and install a new "in-ground" type hydraulic cylinder, cylinder hole and sealed PVC cylinder protection casing for this installation as follows:

1. Elevator Contractor shall drill and case the new cylinder hole to the depth required for the overall cylinder depth. Cylinder hole shall be prepared to accept a schedule 40 PVC cylinder protective casing for the total depth of the hole, measured from the top of the pit floor slab to the required depth, plus

required additional depth for a water-tight, sealed PVC bottom enclosure.

2. The inside of cylinder hole protective casing shall be sealed around the top with at least 4" deep Room Temperature Vulcanizing engine oil resistant type silicone to seal off the area from intrusion of water, oil, or any debris from entering the space between the outer cylinder casing and the interior of the cylinder protective casing. Install two (2) inspection tubes within the silicone seal as follows: one (1) for proving compressed air pressure and one (1) for syphoning liquids from the bottom of the cylinder protective casing. The pipe for use to apply air pressure should only be approximately 2'-0" in length. The siphon tube should run to the bottom of the PVC cylinder protection casing. Use backer materials between the two casing pipes to allow the 4" deep silicone seal to remain in place until it cures.
3. Drilling of the cylinder hole shall be on the basis of a firm price, in the elevator installation contract, with no extras for any water, sand, rock, hardpan or other obstacles that may be encountered during the drilling process.
4. The new cylinder shall be complete with cylinder casing, bearing assembly, polished plunger and welded brackets for mounting on the steel channels installed in the pit area.
5. The cylinder shall have a drip ring to collect any hydraulic fluid seepage and connection for a drain line. Drain line shall be extended to five-gallon size, closed metal or plastic container located in the pit area. Provide a method of preventing the fluid collection container from tipping over in case of water entry into the pit area.
6. The exposed section of the upper cylinder shall be thoroughly cleaned, wire brushed, primed and painted with a rust inhibitive, black enamel paint after installation. Lower portion of the cylinder shall be painted with a rust inhibitive paint prior to installation into the protective casing.
7. Properly align the top of the polished plunger to the bottom of the bolster channel on the bottom of the elevator car frame to permit proper function and noiseless operation.
8. **Hole-less type hydraulic cylinders shall not be acceptable for this application.**

**F. Hydraulic Oil Fill and Pressure Piping System:** Furnish and install all new materials between the new hydraulic pumping unit system and the in-ground cylinder, including the following work and features:

1. Furnish and install new piping which shall be of the proper thickness and size for this application.
2. Furnish and install screw type pipe fittings using threaded type steel fittings. Do not install any Victaulic or approved equal type fittings, except where the piping attaches to the pumping unit assembly only.
3. On all screw type pipe joints, utilize Expando™ brand or approved equal joint compound to assure leak-proof joints.
4. In the elevator machinery room area, install a hydraulic pressure type silencer unit with replaceable oil resistant type rubber inserts equal in design to ThyssenKrupp Elevator model # 9817529 silencer product.
5. In the elevator machinery room area, install two (2) oil resistant rubber isolated hydraulic pressure type sound and vibration couplings, equal in design to ThyssenKrupp Elevator couplings model # 9814929 sound and vibration reducing product, using Buna N rubber seals. Couplings without Buna N rubber seals will not be approved.
6. Furnish an ASME A17.1 approved hydraulic pressure shut-off valve in the machinery room area near the hydraulic pumping unit.
7. Furnish an ASME A17.1 approved pressure shut-off line valve in the pit area, near the hydraulic cylinder unit, for use only when servicing and repairing the hydraulic cylinder assembly.
8. Furnish an ASME A17.1 approved combination pipe rupture and over-speed safety valve in the pit area near hydraulic cylinder. Adjust the operation of the safety valve within code requirements and proper functionality; add lead seal to the valve after the unit has been fully adjusted and tested in the presence of the elevator inspector.
9. Install all needed steel pipe support stands and isolate the piping from the building and piping support stands by using



rubber, 1/2" thickness, standard grade neoprene, 60 durometer materials in all such locations. All supports or contact points with the building surfaces or structures shall be rubber insulated so that the piping is not exposed to or touching any concrete or masonry materials, or any steel connected to the building. No piping shall be installed in a "binding" condition which could cause failure in the future.

10. Where the pressure piping penetrates the machinery room/hoistway wall, seal around the piping with standard grade, 60 durometer neoprene rubber, at least 1/2" thickness, to prevent the piping from contacting the wall and transmitting vibration to the building. Piping shall not contact any surfaces or supports without being insulated with such rubber vibration absorbing materials at least 1/2" in thickness. Additionally, use suitable, flexible type, flame- and fire-retardant sealant materials around the piping to meet the fire code.
11. Clean and paint all piping, piping components and fittings using approved paint products, including corrosion resistant paint, after installation. All such piping shall be painted with high gloss type black paint for ease of cleaning.
12. Hydraulic system shall be filled with high quality, US sourced, Enviromax•M brand or entirely equal biodegradable type hydraulic fluid to the capacity required for this application. The fluid system capacity shall be at least 25 gallons more than is required to safely move the elevator to the top landing.

**G. Hydraulic Power Unit Assembly: Furnish and install a completely new pumping unit assembly, equipped with the following features:**

1. Provide a high-quality submersible pump motor designed for heavy duty elevator service of at least 80 starts per hour, compatible with a new variable frequency inverter type motor control/drive system. The elevator drive motor shall be 20 horsepower. Motor shall have long service life, highest quality bearings and electrical insulation available for this type of submersible motor. Drive motor shall be either SB Motori, Elmo or Imperial Electric brand.
2. High quality, elevator duty submersible, direct drive, precision screw type pump assembly manufactured by Allweiler. Settima or Seim brand.

3. Heavy gauge sheet steel type, fabricated, welded and leakproof reservoir assembly to contain the hydraulic fluid, pump and motor assembly and the special oil control valve. Provide a method of measuring the fluid level without necessity of removing the reservoir cover. Effective reserve capacity of the reservoir shall be at least 25 gallons more than is required to safely move the elevator from the lowest landing to the top landing. Install the additional gallons of oil in the reservoir before testing the final installation work.
4. Oil control valve assembly shall be a Blain EV40 or equal product. Install a suitable gas pressurized accumulator into the valve assembly to aid in alleviating vibration and noise during elevator operation.
5. Reservoir tank cover shall be safely and easily removable, when required, for maintenance, repairs or examination. Provide two (2) handles on the cover for ease of removing and handling the cover.
6. Mount the pump, motor, and control valve on suitable rubber isolated frame assembly to isolate the assembly from the reservoir assembly. This mounting arrangement is to reduce noise and vibration from being conducted to the reservoir and ultimately to the building structure.
7. Pumping unit shall operate relatively quietly and without objectionable noises or vibration.
8. Use effective, high durometer type, 1" thickness, reinforced rubber mounting pads on each corner of the reservoir to isolate the reservoir from the machinery room floor. Mounting pads shall accommodate the weight of the entire machine and weight of the hydraulic fluid without becoming overly compressed.
9. Include all suitable piping and fittings for the oil control valve as well as the piping required inside the reservoir assembly.
10. Install a warning label on the pumping unit reservoir cover indicating the brand and type of AW-32 hydraulic fluid that has been installed in the system.
11. The entire exterior of the hydraulic pumping unit shall be cleaned and repainted prior to placing the unit into the final

location at the building site. Use high gloss black machinery enamel for ease in cleaning.

**H. Elevator Electrical Controller: The Elevator Contractor shall furnish and install a new digitally controlled system as specified hereinafter:**

1. The new controller shall be state of the art equipment designed to operate with real time performance and meet all the requirements of a system.
2. Digital controller shall be wall mounted in machinery room near the hydraulic pumping unit. Controller shall be designed with hinged cover or door. Lift off type cover or door is not acceptable.
3. Controller shall have black painted finish on exterior. Galvanized finish is not acceptable.
4. Automatic two-stop collective operation is required.
5. Firemen's recall operation, phase 1 and phase 2 design.
6. Elevator shall return to main floor if the oil supply becomes too low to reach the top landing or if the elevator fails to reach the top landing within a specific period.
7. Provide for operation of an electronic digital type of position indicator mounted in the car operating panel and at the main floor.
8. Provide electrical operation for car direction lantern assembly in car entrance jamb.
9. Digital position indicator at main floor and in car operating panel.
10. Design controller to accept wiring from a door operator management control system.
11. Battery powered automatic lowering system for use during a power failure. Elevator shall automatically lower to lowest floor and open the doors in the event of a power failure. Doors shall close after the passengers have departed.
12. Automatic shutdown of car lighting and exhaust blower after 5-10 minutes of car idle time.

13. Controller shall log a fault code if the car emergency lighting is not fully operable.
14. Supply a copy of all controller settings, adjustments, programs, and such on a removable thumb drive to be provided to the Owner at project closeout.
15. Controller shall have complete, on-board, diagnostics system for all operations, features, testing and trouble log codes. Also, provide a suitable connection for a lap-top computer to be connected by elevator maintenance technician using an Ethernet cord. Provide USB port for installing programs using thumb drive device.
16. Call-registration lights in car and landing stations.
17. Floor passing chime as required by elevator code.
18. Independent service with toggle switch in car panel maintenance cabinet.
19. Hoistway access controls at top and bottom landings.
20. Car top inspection operation.
21. Elevator control system without the use of LON or CAN devices or boards located in the hoistway area. Any control boards must be in machinery room. All field wiring in hoistway must be discrete type.
22. Design the controller for emergency power operation when normal power supply fails. Interface the emergency power operation with the automatic battery lowering system to prevent both systems from functioning at the same time. If Emergency Power is provided.
23. Door closing interference warning signal device. Do not provide standard nudging operation. Nudging shall only operate while on firemen's operation.
24. Design controller to function with VVVF Electronic Drive in lieu of typical electronic starter system.
25. Fully comply with all ASME A17.1-2019 Elevator Safety Code requirements.



26. Complete adjustment, diagnostic and operation program information shall be provided to Owner for back-up purposes.

- I. **Variable Voltage, Variable Frequency Inverter Drive System for Elevator Motor:** The elevator drive motor shall be of high-quality motor design with highest quality motor shaft bearings. Drive motor is to operate in the up direction only. The drive motor shall be driven by a special variable voltage variable frequency inverter drive open loop type system. This system accelerates the motor and hydraulic pump from start to full speed without need for by-pass of oil and decelerates the motor and hydraulic pump down to full stop position without any by-pass of oil. Drive motor rating shall be 20 horsepower.

Elevator motor inverter assembly, using a Yaskawa brand or approved equal drive, shall be designed for long life operation and shall be easily programmable to satisfactorily function for this application. All suitable safety features shall be included in the system. The entire system shall function as intended and permit any needed adjustments to operational parameters by qualified technicians. This drive system is designed to save 50% or more usage of electrical energy in a one floor run of approximately 12 feet in the up direction (compared to conventional hydraulic elevator system design). The savings may be dependent on the load on the elevator car and the travel distance at the time of operation. This system, intended to provide considerable savings on electrical power cost, also dramatically reduces the accumulation of heat in the system oil supply. Motor drive control assembly is available from Hydrastar-USA. Contact Mr. Robert Coda, Phone No. 973.276.8490 for information on this elevator drive system.

- J. **Automatic Self-Leveling and Re-Leveling System:** Furnish and install new landing and car positioning control related switches, cams and such as required for full functionality of the new elevator controller system and fully comply with ASME A17.1-2019 Elevator Safety Code.

- K. **Door Operator Machinery & Controls:** All new door operator machinery and equipment shall be installed including the following devices and designs:

1. Heavy duty, gearless door operator machine, linear motion type. Heavy duty linear motion type is required for long term, reliable and dependable service.

2. Heavy duty door operator drive motor, at least 1/2 horsepower. Smaller drive motors are not acceptable.
3. Precise encoder on the operator drive shaft or on motor shaft.
4. Complete "closed loop" system design.
5. Door velocity regulation system.
6. Door position recognition.
7. Door motor current monitoring and regulation.
8. Door closing pressure regulation system. Preset the door closing pressure at 17 pounds maximum.
9. Door operator shall operate quietly when opening and closing the doors.
10. Provide immediate door reversal operation in the event the preset 17 lbs. of resistance or pressure is reached during door closing operation. This adjustment shall be completely adjustable in the field.
11. Include elevator code required door restrictor device or an approved car door interlock assembly to prevent car door from opening more than 4" when the car is outside the landing zone. All such materials shall be plated to be corrosion resistant using zinc dichromate finish.
12. Include high quality car door clutch assembly to automatically unlock the hoistway doors as the car stops at the selected landings.
13. Car door position switches and limit switches shall be designed to be suitable for this application.
14. Door obstruction warning device. If doors are obstructed during the closing operation for more than 15 seconds (adjustable timer), an audible voice warning signal shall sound indicate the doorway is being blocked.
15. Door opening time shall be set at 1.8 seconds measured from the time the doors start to open until they are fully open.

16. Door closing time shall be set at 2.4 seconds measured from the time the doors start to close until they are fully closed.
17. Set the initial door stand open time at 5.5 seconds from the time the doors fully open at each floor.
18. Elevator car shall be equipped with new car door track, door hangers and rollers with up-thrust rollers, door clutch assembly, door restrictor assembly or car door interlock and miscellaneous hardware devices.
19. Car door switch shall be dirt and moisture resistant equal to GAL type MOW design.
20. Door operator related equipment not entirely meeting all these requirements is not acceptable.

**L. Car Door Safety Screen Device:** Furnish and install a complete door safety assembly on the car door. The new electronic door safety device shall be equal to Pana-forty brand product assembly with transom mounted 3-D feature completely manufactured by Janus Elevator Products, Inc. All electrical connections shall be mounted on the car top, out of reach of unauthorized persons. Safety screen without all these features is not acceptable. Comply with ASME A17.1-2019 Safety Code for Elevators. Also, provide an audible announcement that the "elevator doors are closing, please clear the doorway." Equipment shall be dust, dirt and moisture resistant for added reliability.

**M. Car Top Inspection Station and Alarm Bell:** The Elevator Contractor shall furnish and install a car top inspection station on the top of the elevator cab to function as needed during maintenance, inspections, and repairs of the elevator equipment. Inspection station shall be reachable from the landing without the need to step onto the top of the elevator cab to reach the inspection station. Provide a suitable LED light on the top of the cab operated by a switch located in the car top operating station. Additionally, provide an emergency alarm bell system on the car top powered by a built-in charger and replaceable, rechargeable battery. The battery shall function for at least 4 hours in the event of normal power failure.

#### **Part 2.04 HOISTWAY ENTRANCE DOORS & HARDWARE, COMPLETE**

**A. Hoistway Door Panels:** Retain Existing

8. Install or paint the floor numbers on the rear of the doors in 4" high numbers or letters.

**B. Hoistway Door Frames, Thresholds and Door Headers:** Elevator Contractor shall furnish and install new door frames and hoistway door track support headers at each of the landings of the elevator.

1. New door track support headers shall be furnished and installed. Repaint the headers prior to installing the door track assemblies.
2. Provide suitable header support channels or angles located inside the hoistway.
3. Furnish and install new extruded aluminum thresholds at each landing.
4. Furnish and install galvanized steel hoistway threshold angles at each opening attached with heavy duty concrete anchors.
5. Furnish and install no. 14 gauge thickness, no. 4 satin finished stainless steel door frames with 2" square profile. Secure or brace the frames before they are back filled around the perimeter.
6. Furnish and install suitable stainless marking plates with Braille markings on both sides of hoistway door at all locations. Background shall be black and raised characters shall be bright stainless. Secure plates with drive rivets or pins.

**C. Door Clutches, Interlocks, and Interlock Release Mechanisms:** The Elevator Contractor shall furnish and install all dual interlocks and interlock release mechanisms at all floors. Additionally, the interlocks at each floor shall be GAL Model "MOW" or equal, designed to exclude dirt, debris and moisture. Interlocks which do not include all the features of this interlock model will be rejected during the approval process. Interlocks shall be fully enclosed type.



1. The ferrous metals shall all be plated with zinc dichromate materials at the factory.
2. The conduit entering the interlock box shall be sealed with silicone sealant around the circuit wires to prevent any moisture or debris from entering the cavity where the electrical contacts are located, thus greatly improving the service life and reliability of these components.

**D. Door Hangers, Door Tracks, Door Hardware, Door Closers and Related Items:** *Retain existing hardware, clean and adjust.*

## **2.05 ELEVATOR OPERATING DEVICES AND SIGNALS**

**A. Elevator Car Operating Panel:** Furnish and install a completely new car operating panel in this elevator system.

1. The car operating station shall be constructed as described and contain the following items or devices:
  - a. Hinged cover plate approximately 78" high by 11" wide, 1/8" thickness. Secure the cover in place with security system type countersunk screws around the perimeter.
  - b. Floor selection buttons mounted in a vertical line, in addition to alarm bell and door control buttons. All floor buttons shall be equal to MAD elevator BP Classic stainless-steel design with bright blue center jewels and Julius flush mounted incorporating floor markings and Braille indications for each floor served. Include key switch operation for top floor selection in lieu of button. Alarm bell button shall have a center jewel with a red illumination when depressed. Allow additional space between the floor selection buttons and the door control buttons/alarm bell button for improved visual appearance.
  - c. In the upper part of the panel provides the elevator serial number, building elevator number and the lifting capacity of the elevator, all of which are to be engraved and filled with epoxy in the stainless-steel panel.

- d. Engrave and fill, no smoking and international symbol for same, below the capacity engraving sign.
- e. Below the elevator serial number, building elevator number and elevator lifting capacity engraving, provide a 4.3" LCD type car position indicator. Color of indications shall be white on a bright blue background.
- f. Below the car position indicator, provide a flush compartment for the firemen's control operation. The compartment shall have a tight fitting, locked door that has the operating instructions on the back of the door.
- g. Below the firemen's control compartment, provide firemen's jewel.
- h. Below the elevator floor selection and door control buttons, locate the elevator intercom device on the rear of the panel with activation button and instructions for operation on the front of panel. Also, provide a punched grillwork in the panel for the speaker and microphone assembly on the rear of the panel located above the floor selection buttons.
- i. Below the emergency intercom location, provide a locked elevator service cabinet with flush mounted door. Door shall be appropriately sized to display the State of South Carolina elevator certificate of operation behind a scratch-proof Lexan cover. Certificate shall be installed from the rear of the door when it has been opened using an appropriate key for entry. Inside the service cabinet include the following:
  - a. On-off type toggle light switch.
  - b. Double pole type toggle switch to check the operation of the emergency car lighting system.
  - c. Cab exhaust blower, on-low-medium-high, rotary switch.
  - d. Key switch for activating the hoistway access operation.
  - e. Key switch to activate the car top inspection operation.
  - f. Key switch to remove the elevator from service.

- g. Spare key switch for future use.
- h. All typical key switches shall use barrel type keys.
- i. Provide Firemen's phone jacks in car panels only if required by local Fire Marshal. Verify prior to fabrication.

**B. *Landing Control Stations:*** Furnish and install new call stations at each landing. The stations shall contain the following:

1. Flush mounted face plates, approximately 8" wide and at least 11-gauge thickness, type 304, with no. 4 satin finish, stainless steel with four (4) countersunk corrections center system type screws to secure the plates.
2. Use call buttons to match those in elevator car with Julius type direction indicators using up and down direction indications to the left of each button for improved clarification. Include Braille indications as well. Vandal resistant buttons shall have bright blue colored call registration lights to match cab operating buttons.
3. All lamps shall be long life design LED type.
4. Furnish emergency warning signage, engraved, and filled type in upper portion of each station face plate.
5. Include key switches in top and bottom terminal stations for operation of hoistway access switch controls.
6. Include Phase I elevator recall switch, jewel, and instructions in main floor station where the fire department would enter the building.
7. Include emergency communication system failure jewel and chime, along with such signal deactivation switch, in main landing station. Main landing station is located on the floor where the Firemen would enter the building.
8. Perform all cutting and patching to install the landing control signal fixtures flush with wall face. Surface mounting is not acceptable. Block-outs in the wall during construction are acceptable for fixture installation.

9. Provide firemen's phone jacks in cover plates, only if required by the local Fire Marshall.

**C. *Landing Signal Fixture:*** Furnish and install the following wall mounted landing signal devices as listed:

1. Elevator shall have 4.3 "LCD type car position indicator, flush mounted over the main floor hoistway entrance door to illuminate bright blue and have white characters.
2. Cover plate shall be 11 gauge stainless, with no. 4 satin finish held in place with at least two (2) corrections center type countersunk fasteners.
3. All cutting and patching shall be by Elevator Contractor. Work shall be neatly accomplished. Block-outs during wall construction are advisable.

**Part 2.06 ELEVATOR CAB ENCLOSURE AND INTERIOR FINISHES**

**A. *Elevator Cab and Interior Design:*** Elevator Contractor shall furnish and install a new elevator cab assembly as described herein:

1. Cab walls on three (3) sides shall be constructed of the heaviest gauge, SWL design product with suitable reinforcements on the exterior of the cab panels.
2. Cab front returns on each side of the cab opening shall be constructed of no. 14 gauge, no. 4 satin finished stainless steel materials.
3. The cab lighting system and ceiling system shall be as follows:
  - a. Furnish and install a ceiling panel constructed of wood core materials with laminate plastic laminated on top and bottom of the ceiling panel assembly.
  - b. Furnish and install white laminate plastic on the underside of the ceiling and unfinished laminate on the top of the panel for added rigidity and resistance to warping.



- c. Support the ceiling panel with heavy duty supports attached to the cab top. Around the perimeter of the ceiling, hidden from view, furnish and supply diamond wire protection to prevent persons from pulling down on the ceiling or placing objects on top of the ceiling panel.
  - d. Provide an access panel in the suspended ceiling to align with the exit opening in the top of the cab assembly.
  - e. Furnish and install nine (9) lighting fixtures, ECI brand (or approved equal) Cablite •M VR model 2.25, vandal resistant, elevator grade, down lighting fixtures designed and manufactured by Electronic Controls - America or approved equal. The lighting control box and wiring shall be part of the same lighting system package.  
Provide a dimmer system that will allow adjustment in the cab illumination level, if desired. Lighting system shall be designed for approximately 75,000 hours of use. Contact Walter Barnes of ECI-America @ 800.633.9788 or approved equal supplier for the suspended ceiling and the specified lighting system equipment.
  - f. Include battery powered emergency lighting system as part of the normal lighting which will operate at least five (5) of the down lights for at least four (4) hours when the emergency lighting system is in operation. This system should be provided as part of the cab lighting system.
  - g. Provide an automatic "lights-out and fan-off" system after the elevator is idle for 5-10 minutes. The "Lite Wizard" control system shall receive a signal from the elevator electrical controller that it is safe to turn off the lighting system. The Lite-Wizard control system is available from ECI-America as an option of the lighting system or other approved supplier.
  - h. Cab emergency lighting system shall send a signal to the elevator controller when it is no longer functional and a fault shall be recorded on the elevator monitoring system. Contact the lighting system supplier for details on this requirement.
4. Design one front return panel for the installation of the car operating panel to accept the car operating panel of the size shown in paragraph 2.05, A.

5. Furnish a cab exhaust blower equal to CED part no. 06-01058, AA model or equal, designed with three speed motor and squirrel cage design blower.
6. Add a 2" x 3/8" flat bar, solid stainless, handrail on three (3) walls. Ends of rail shall be returned toward the walls. Attachment brackets shall be stainless designed to support at least 500 pounds. Additionally, furnish similarly designed stainless bumper rails located 6" on center, above the floor, to act as bumper protection on all three (3) walls. Provide matching stainless-steel supports for the bumper rail assembly.
7. Provide 12-gauge thickness, grade 304, no. 4 finished, 5.5" high stainless-steel base attached to the walls using high quality, industrial grade, contact cement around three sides of the cab. Form the base to allow for cab ventilation means. Relieve the top edge of the base to remove the sharpness on the top of the base materials. Install the base after the new flooring materials have been installed.
8. Provide new LVT flooring materials as specified in section 06751. Install the stainless-steel threshold at the proper height for the finished floor thickness.
9. Furnish and install stainless steel protection pad hooks in all suitable locations including front return along with new vinyl coated protection pads by Palmer Pads or approved equal. Apply thread locker on screws to prevent removal without tools.
10. Thoroughly clean the complete cab after completing the work assembly.

#### **Part 2.07 PIT STOP SWITCH**

***Pit Switch:*** Elevator Contractor shall furnish and install a water-resistant elevator stop switch in the elevator pit area suitably located to meet the ASME A17.1 2019 code.

#### **Part 2.08 EMERGENCY COMMUNICATION SYSTEM**

- A. *Emergency Communication:*** An emergency communication system shall be furnished and installed per the ASME A17.1 2019.

## **Part 2.09 ELECTRICAL WIRING AND ELECTRICAL WORK REQUIREMENTS**

- A. *Electrical Work and Requirements:*** The Elevator Contractor shall furnish and install all required electrical wiring conductors, electrical cabling, traveling cables, wiring conductors, conduit, fittings, etc., which are considered necessary for this elevator installation work as follows:
1. Furnish and install UL rated conduit or other suitably flexible conduit rated for use on the elevator car top and otherwise. No flexible conduit shall exceed four feet in length.
  2. Furnish and install hoistway mounted traveling cables for all suitable electrical circuits including elevator controls; audio circuits; video circuits; intercom circuits; emergency communication circuits; elevator signal circuits; security control circuits; camera circuits and such as required by the Owner. Include at least 50% spares in traveling cords and CAT 6 or equal for the video camera located in the car.
  3. Furnish and neatly install wiring and conduits to all elevator control circuits for controls, signals, and such throughout the elevator system.
  4. Furnish and neatly install conduits and wiring on the elevator car top and to the signal devices on the elevator cab.
  5. Meet all system renovation and Electrical Code requirements in connection with these work requirements.
  6. No printed circuit boards shall be installed in the hoistway as part of a LON or CAN control system. Such boards shall be installed in the elevator machinery room area. The door operator control board can be installed on the cab top as part of the door operator system, but it shall be mounted inside a gasketed cover, water-proof fiberglass or steel control box on the cab top.
- B. *Grounding Requirements:*** All mechanical and electrical equipment shall be completely mechanically grounded with a positive grounding system. Adequate ground wires are the necessary means of grounding.

- C. *Electrical Surge Protection:*** The Elevator Contractor shall furnish and install electrical power surge protection on the following circuits or connections to the elevator electrical controller assembly:
1. Main elevator power supply.
  2. Power supply for the elevator car lighting system.
  3. Emergency telephone device.
  4. Fire alarm/elevator recall system.
  5. Any other electrical circuits that connect to the elevator controller.
- D. *Neat Installation Workmanship:*** The electrical wiring work in all locations shall be neat in appearance, tied and left in professional condition. Spare wires must be bundled, tied and marked accordingly. Excess wiring shall be removed.

## **Part 3 EXECUTION**

### **Part 3.01 EXAMINATION**

***Initial Examination Prior to Commencing Work:*** Before any fabrication of equipment or commencing work on the elevator, examine the bid documents drawings related to the complete hoistway, machinery room, site logistics, door dimensions, pit layout and hydraulic cylinder, pit area and so forth; verify all critical dimensions, examine supporting structure, examine related systems and other aspects of the site and conditions under which this elevator work is to be performed.



- A. *Installation Work:*** The Elevator Contractor and his or her work, when commenced, constitutes the acceptance of existing conditions and responsibility for satisfactory performance when the project is completed.

### **Part 3.02 INSTALLATION WORK**

- A. *Elevator Components:*** Install new elevator components in a completely satisfactory elevator system.
1. Work to be performed by completely competent, fully trained elevator installation personnel in accordance with the requirements of ASME A17.1-2016, ASME A17.5, 2019 National Electrical Code NFPA 70, elevator equipment manufacturer's installation instructions, approved shop drawings/submittals and other project details or requirements.
  2. Fully comply with any other requirements such as the State of North Carolina and other regulatory agencies.
- B. *Work Performance:*** Only skilled workmen under the direct supervision and control of the Elevator Contractor's experienced foremen and superintendent shall work on this project.
- C. *Scheduling Activity:*** In addition to providing the elevator equipment at the proper time, the Elevator Contractor shall supply any required materials in time for installation by any other trades working on the site, the materials to be connected or otherwise incorporated into the project. Adhere to all scheduling requirements established by the General Contractor, Owner and Elevator Contractor.
- D. *Mounting of Critical Components:*** Elevator Contractor shall mount all moving elevator components on suitable vibration absorbing mounts designed to effectively prevent the transmission of vibration to the structure as well as eliminate undesirable sources of structure borne noise from the entire elevator system.

### **Part 3.03 FIELD QUALITY CONTROL REQUIREMENTS**

- A. *Acceptance Testing:*** Upon completion of the elevator installation work and before use of the elevator equipment, Elevator Contractor shall perform tests on the elevator equipment to demonstrate that the equipment will sustain and lift the loads for which the elevator was initially designed. Test weights are required to perform these tests and must be

used to demonstrate the performance of the elevator system in the presence of representatives of the Owner, Elevator Consultant and State of South Carolina Department of LLR elevator inspector.

- B. *Prior Notification:*** Elevator Contractor shall notify the Owner's Representative, Elevator Consultant and Licensed Elevator Inspector at least ten (10) calendar days in advance of the date and time for complete testing of the elevator system which is to be performed on this elevator. All equipment must be tested at time of inspection.

#### **Part 3.04 ADJUSTING WORK**

- A. *Equipment Adjusting:*** Elevator Contractor shall make all necessary and required adjustments in the operation of the elevator equipment to assure that the elevator system performs smoothly, quietly, reliably and accurately. This work shall be performed in advance of all tests and evaluations. Provide complete documentation of all loads, safety devices and other testing in the presence of the State of South Carolina Department of LLR elevator inspector.

#### **Part 3.05 ELEVATOR AND SURROUNDING AREA CLEANING**

- A. *Cleaning Work:*** Prior to the Final Acceptance, remove all protective materials from the finished surfaces including the plastic sheeting. All the elevator equipment must be cleaned prior to final acceptance including the materials in the machinery room area, elevator controller interiors, cab interior, car top area, pit equipment and pit area and areas in front of each elevator hoistway opening. The elevator cab, signal fixtures, car flooring

materials, entrance thresholds and hoistway entrance frames shall be cleaned and polished.

- B. *Removal of Surplus Materials and Tools:*** Upon completion of the elevator work, the Elevator Contractor shall remove all surplus materials, tools, unused equipment, and the like from the site. Thoroughly clean up all oil spills, residue, and other untidy conditions.

### **Part 3.06 DEMONSTRATION & TRAINING OF OWNER'S PERSONNEL**

- A. *Instructions and Training:*** Elevator Contractor shall make a special effort to properly demonstrate and carefully train the employees of Owner in the proper operation, proper use and special operations associated with this elevator. Additionally, explain the daily maintenance of this elevator all as explained as follows:

1. Proper cleaning of the elevator cab interior, hoistway entrances and signal fixtures daily.
2. Vacuuming of the cab and hoistway thresholds daily.
3. Precautions regarding the surfaces or finishes to avoid damage and reliability problems with the equipment.
4. Special operations included as well as use of all keyed switches or controls.
5. Discuss the emergency telephone use, connections, and recorded message to the person(s) answering the emergency phone. Answering machines are not acceptable.

- B. *Time Allowance for Training Work:*** Elevator Contractor shall provide Owner's representatives with at least two (2) hours of on-site training for the items listed in "A" above. Training must be provided by qualified personnel and documentation of training must be created by Elevator Contractor which must be transmitted to Owner's representative. Include names of all personnel attending the training sessions along with the instructor's name.

### **Part 3.07    TURNOVER OF DOCUMENTS, TOOLS AND OTHER SUCH REQUIREMENTS**

- A.    *Turnover Requirements:*** As detailed herein, the Elevator Contractor shall turn over to the Architect copies of the required documents, tools, archival materials, instructions, parts lists, drawings, certifications, permits and other related items at time of Final Acceptance. Final payment will not be made until these items are provided and reviewed by Owner's representative and Elevator Consultant for acceptability.
- B.    *Keys:*** Elevator Contractor shall provide at least eight (8) complete sets of keys for the elevator except as follows:
1.    Elevator hoistway door emergency release keys - provide three (3).
  2.    Provide metal or plastic type identification tags on all typical keys.

### **Part 3.08    COMPLETION DATE**

- A.    *Agreed Upon Completion Date:*** The Elevator Contractor agrees that the actual completion date shall be the date established in the Notice to Proceed as noted in the AIA A101 SCOSE Version, Elevator Consultant and Elevator Contractor and shall be the date that the Warranty and Elevator Service shall commence.
- B.    *Installation Completion:*** The installation of this elevator equipment shall not be considered as complete until all work is considered to be first-class in every respect and until the Owner's representative and Elevator Consultant have been given an opportunity to evaluate the workmanship and elevator operation. Further, all adjustments, load tests, performance tests, cleaning work, painting work, operational evaluations, punch lists and the like must be completed prior to establishment of a completion date.

### **Part 3.09    ELEVATOR SCHEDULE**



- A. *Outline of Elevator Details:*** One (1) electric oil-hydraulic elevator as briefly described herein:
1. Elevator Car Platform - 7'-0" by 5'-6", overall.
  2. Driving Machine Location - On main floor. Refer to building drawings for remote location.
  3. Travel Distance - Elevator Contractor shall verify travel distance that are denoted on architectural drawings.
  4. Elevator Design - Passenger type, class A loading rating on platform.
  5. Elevator Speed - Approximately 115 feet per minute up; 115 feet per minute down with no load on the elevator.
  6. Elevator Capacity – 2,000 pounds.
  7. Control System - Microprocessor type, programmable type elevator electrical controller system.
  8. Motor Control - Inverter type electronic motor drive system, as described herein.
  9. Hydraulic Oil Control Valve - New EV40 design, or approved equal, for this application.
  10. Hydraulic Cylinder and Plunger - In-ground type cylinder assembly.
  11. Floors Served – Two (2)
  12. Openings Served- Three (3), both on same side of elevator.
  13. Door Type - 36" wide by 7' -0" wide, side-opening, horizontal slide type. Elevator Contractor must verify size at all locations.
  14. Power Supply – 208 volts, 3 phase, 60 cycles.
  15. Elevator Cab Design - As specified herein.
  16. Warranty Period - Twelve months after completion of work.
  17. Maintenance Period -Twelve month, after completion of work.
  18. End of Warranty Period Work- Refer to paragraph 1.07, 8 and 10 for additional requirements.

