



PROJECT MANUAL
for
**South Carolina Department of
Juvenile Justice**

Coastal Evaluation Center
Air Handler Replacement

S.C. Project #: N12-9640-AT-A
MDI Project # : 264171.A

Ridgeville, South Carolina

September 14th, 2026



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PROJECT NUMBER: N12-9640-AT-A

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

AGENCY: DJJ - Department of Juvenile Justice

PROJECT NAME: Air Handler Replacement at UEC, CEC, and JDC Annex - CEC

PROJECT NUMBER: N12-9640-AT-A CONSTRUCTION COST RANGE: \$700,000 to \$750,000

PROJECT LOCATION: Coastal Evaluation Center

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

Provide labor and materials to replace (3) multi-zone air handlers, (2) chilled water pumps, piping, and accessories with new.

BID/SUBMITTAL DUE DATE: 10/29/2026 TIME: 10:00 AM NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-Build

PRIME CONTRACTOR LICENSE (SPECIAL STANDARD OF RESPONSIBILITY): *(150 character limit)*

SC State Mechanical AC5

AGENCY PROJECT COORDINATOR: Kelvin Vinson

EMAIL: KelvinSVinson@djj.sc.gov

TELEPHONE: (803) 260-3324

DOCUMENTS OBTAINED FROM: www.tpm-columbia.com (803)-252-4770 docs purchased/viewed at site.

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

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

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

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

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

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

A/E NAME: Mechanical Design, Inc.

A/E CONTACT: Justin Varco

EMAIL: justin@mdi9834.com

TELEPHONE: (803) 731-9834

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

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

PRE-BID PLACE: 331 Campbell Thickett Rd, Ridgeville, SC 29472

BID OPENING PLACE: 1720 Shivers Rd. Columbia, SC 29210

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: David Smith

1720 Shivers Rd.

Columbia, SC 29210

MAIL SERVICE:

Attn: David Smith

1720 Shivers Rd.

Columbia, SC 29210

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? ☐ Yes ☒ No

APPROVED BY:



(OSE PROJECT MANAGER)

DATE: 09/21/2026

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

Instructions to Bidders

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

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

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

Instructions to Bidders

for the following Project:

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

Air Handler Replacement at Coastal Evaluation Center

N12-9640-AT-A

331 Campbell Thickett Rd, Ridgeville, SC 29472

THE OWNER:

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

SC Department of Juvenile Justice

4900 Broad River Rd.

Columbia, SC 29210

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)

Mechanical Design, Inc.

4403 Broad River Rd.

Columbia, SC 29210

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

§ 2.2 Certification of Independent Price Determination

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

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

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

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

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

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

§ 2.2.5 Drug Free Workplace Certification

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

§ 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

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

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

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

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

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

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

§ 2.2.7 Ethics Certificate

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

§ 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

§ 2.2.9 Open Trade Representation

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

§ 3.1.3 Reserved

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

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

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

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

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

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

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

§ 5.2 Rejection of Bids

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

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

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

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

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Responsibility

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

§ 6.2 Reserved

§ 6.3 Submittals

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

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

§ 6.4 Posting of Intent To Award

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

Room or Area of Posting: Lobby

Building Where Posted: Main Office

Address of Building: 1720 Shivers Rd,

WEB site address (if applicable): N/A

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@mso.sc.gov,
- .2 by facsimile at 803-737-0639, or
- .3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

Number	Title	Date
C101	COVER SHEET	09.14.26

- .5 Specifications

Section	Title	Date	Pages
REFER TO TOC	TABLE OF CONTENTS	09.14.26	199

.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

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

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

§ 9.2 Submitting Confidential Information

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

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

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

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

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

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

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

§ 9.3 Solicitation Information From Sources Other Than Official Source

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

§ 9.4 Builder's Risk Insurance

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

§ 9.5 Reserved

§ 9.6 Other Special Conditions Of The Work

Specification Section 01 56 50 - Security Measures

The Bid Bond shall be in the form of the
AIA Document A310 (2010 Edition)
Bid Bond

Original AIA Document on file at
Mechanical Design Inc. Office
4403 Broad River Rd., Columbia, SC 29210

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: SC Department of Juvenile Justice
(Agency's Name)

FOR: PROJECT NAME: Air Handler Replacement at Coastal Evaluation Center
PROJECT NUMBER: N12-9640-AT-A

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): _____

\$ _____, 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): _____

☐ 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>2.</u>	_____	_____	\$ _____	\$ _____
<u>3.</u>	_____	_____	\$ _____	\$ _____
<u>4.</u>	_____	_____	\$ _____	\$ _____
<u>5.</u>	_____	_____	\$ _____	\$ _____
<u>6.</u>	_____	_____	\$ _____	\$ _____

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LUMP SUM BID FORM

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

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

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

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LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or prime) Bidder will use to perform this work.
 - a. **Column A:** The Agency enters the appropriate SCLLR abbreviation to identify the subcontractor license classification / subclassification for which the Bidder is required to list either a subcontractor or itself as the entity that will perform the work. Abbreviations of licenses can be found at: <https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
 - b. **Columns B and C:** The Bidder identifies the subcontractors, by name and license number, it will use for the work of each license listed by the Agency in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Column A. The subcontractor license must also be within the appropriate license group for the work (do not list the Group number). If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-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 will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
7. Bidder's failure to identify an entity (subcontractor or itself) to perform the work of a subcontractor listed in Column A will render the Bid non-responsive.

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LUMP SUM BID FORM

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

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within 240 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: _____

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LUMP SUM BID FORM**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION****SC Contractor's License Number(s):** _____**Classification(s) & Limits:** _____**Subclassification(s) & Limits:** _____

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

BIDDER'S LEGAL NAME: _____**ADDRESS:** _____

TELEPHONE: _____**EMAIL:** _____**SIGNATURE:** _____ **DATE:** _____**PRINT NAME:** _____**TITLE:** _____

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

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

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

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

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)

SC Department of Juvenile Justice
4900 Broad River Rd.
Columbia, SC 29210

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)

Air Handler Replacement at Coastal Evaluation Center
N12-9640-AT-~~A~~
331 Campbell Thickett Rd, Ridgeville, SC 29472

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

Mechanical Design, Inc.
4403 Broad River Rd.
Columbia, SC 29210

The Owner and Contractor agree as follows.

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

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TABLE OF ARTICLES

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- 6 DISPUTE RESOLUTION
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- 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
NONE	

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

(Identify each allowance.)

Item	Price
NONE	

§ 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)
NONE		

§ 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.)

NONE

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Name: Aaron Turner
Title: Deputy Director of Physical Plant Management
Address: 1720 Shivers Rd.
Telephone:
Email: AaronCTurner@djj.sc.gov

§ 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: Kelvin Vinson
Title: Project Manager
Address: 1720 Shivers Rd.
Telephone:
Email: KelvinSVinson@djj.sc.gov

§ 8.3 The Contractor's representative:

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

Name:

Title:
Address:
Telephone:
Email:

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

Name:
Title:
Address:
Telephone:
Email:

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

§ 8.5 The Architect's representative:

Name: Justin Varco
Title: President
Address: 4403 Broad River Rd.
Telephone: 803-731-9834
Email: justin@mdi9834.com

§ 8.6 Insurance and Bonds

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

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

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

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

§ 8.8 Other Provisions:

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

(Check box if applicable to this Contract)

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

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

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

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

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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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)

Air Handler Replacement at Coastal Evaluation Center
N12-9640-AT-B
331 Campbell Thickett Rd, Ridgeville, SC 29472

THE OWNER:

(Name, legal status and address)

SC Department of Juvenile Justice
4900 Broad River Rd.
Columbia, SC 29210

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

§ A.3.3 Required Property Insurance

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

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

Causes of Loss

Sub-Limit

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

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

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

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

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

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

§ A.3.4 Contractor's Other Insurance Coverage

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

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

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

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

☐ **§ A.3.4.2.1 Reserved**

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

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

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

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

§ A.3.5 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
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)

Air Handler Replacement at Coastal Evaluation Center

N12-9640-AT-A

331 Campbell Thickett Rd, Ridgeville, SC 29472

THE OWNER:

(Name, legal status, and address)

SC Department of Juvenile Justice

4900 Broad River Rd.

Columbia, SC 29210

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)

Mechanical Design, Inc.

4403 Broad River Rd.

Columbia, SC 29210

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

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

§ 1.1.10 State Engineer

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Reserved

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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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.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

- .1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of its shop drawings and submit the drawings and hydraulic calculations to the Architect's fire protection engineer (FPE) for review and approval.
- .2 The FPE will review, approve, and submit to the Office of State Fire Marshal (OSFM) the fire sprinkler shop drawings and FPE's certification indicating the shop drawings and hydraulic calculations have been reviewed and approved prior to OSFM review.
- .3 Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to OSFM.

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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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.

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

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

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

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.1.4 Reserved

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

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

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

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

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

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

§ 7.1.8 Additional Work performed after the declaration of Substantial Completion must be approved by OSE, if the Change Order exceeds the Owner's Construction Change Order Certification.

§ 7.2 Change Orders

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

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

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

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

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

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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

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Pricing Data and Audit

§ 7.5.1 Cost or Pricing Data

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

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

§ 7.5.3 Records Retention

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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

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

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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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

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

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

§ 13.3 Rights and Remedies

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

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

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

§ 13.5 Interest

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

§ 13.6 Procurement of Materials by Owner

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

§ 13.7 Interpretation of Building Codes

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

§ 13.8 Reserved

§ 13.9 Illegal Immigration

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

§ 13.10 Drug-Free Workplace

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

§ 13.11 False Claims

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

§ 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:

Init.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Reserved

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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

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

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

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

§ 15.1.7 Claims for Listed Damages

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

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

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

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

§ 15.1.8 Waiver of Claims Against the Architect

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

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

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

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

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

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

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

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

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

§ 15.6 Dispute Resolution

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

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

Init.

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

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

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

§ 15.6.5 Service of Process

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

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

Specification Section 01 56 50 - Security Measures

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: SC Department of Juvenile Justice
 Address: 1720 Shivers Rd.
Columbia, SC 29210

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: Air Handler Replacement at Coastal Evaluation Center

State Project Number: N12-9640-AT-A

Brief Description of Awarded Work: Provide labor and materials to replace (3) multi-zone air handlers, (2) chilled water pumps, piping, and accessories with new.

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

Name: Mechanical Design, Inc.
 Address: 4403 Broad River Rd.
Columbia, SC 29210

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

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

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

BOND NUMBER _____

CONTRACTOR

By: _____
 (Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
 (Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

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

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

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

SE-357**LABOR & MATERIAL PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

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

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*Name: SC Department of Juvenile JusticeAddress: 1720 Shivers Rd.Columbia, SC 29210

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

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to constructState Project Name: Air Handler Replacement at Coastal Evaluation CenterState Project Number: N12-9640-AT-ABrief Description of Awarded Work: Provide labor and materials to replace (3) multi-zone air handlers, (2) chilled water pumps, piping, and accessories with new.in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Mechanical Design, Inc.Address: 4403 Broad River Rd.Columbia, SC 29210

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

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

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

BOND NUMBER _____**CONTRACTOR**

By: _____
 (Seal)

Print Name: _____**Print Title:** _____**Witness:** _____**SURETY**

By: _____
 (Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

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

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

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

13. DEFINITIONS

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

CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD**AGENCY:** SC Department of Juvenile Justice**PROJECT NAME:** Air Handler Replacement at Coastal Evaluation Center**PROJECT NUMBER:** N12-9640-AT-A**CONTRACTOR:** _____**This Contract is requested to be changed as follows:** *(Insert description of change in space provided below.)***ADJUSTMENTS IN THE CONTRACT TIME:** Requested Change in Days for this Change Order: _____ Days

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

ADJUSTMENTS IN THE CONTRACT SUM: Amount of this Change Order Request: \$ _____**CONTRACTOR ACCEPTANCE:****BY:** _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____**A/E RECOMMENDATION FOR ACCEPTANCE:****BY:** _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____**AGENCY ACCEPTANCE:****BY:** _____ **Date:** _____
(Signature of Representative)**Print Name of Representative:** _____**Instruction to Contractor:** Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT**AGENCY:** SC Department of Juvenile Justice**PROJECT NAME:** Air Handler Replacement at Coastal Evaluation Center**PROJECT NUMBER:** N12-9640-AT-A**CONTRACTOR:** _____**This Contract is changed as follows:** *(Insert description of change in space provided below.)***ADJUSTMENTS IN THE CONTRACT SUM:**

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

ADJUSTMENTS IN THE CONTRACT TIME:

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

AGENCY ACCEPTANCE AND CERTIFICATION:

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

BY: _____ **Date:** _____
*(Signature of Representative)***Print Name of Representative:** _____Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes ☐ No ☐**APPROVED BY:** _____ **DATE:** _____
*(OSE Project Manager)***SUBMIT THE FOLLOWING TO OSE**

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

**SECTION 01 56 50
SECURITY MEASURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security clearance prior to entering, security program, entry control, personnel identification, restrictions and tools and material control.

1.02 RELATED SECTIONS

- A. Prison Rape Elimination Act (PREA), attached at the end of this section.

1.03 SECURITY CLEARANCE PRIOR TO ENTERING

- A. Contractor's personnel must receive security clearance prior to entering the property. Within 10 calendar days after award of Contract, Contractor shall provide a list of all personnel who will be working on the project site for the Contractor and Subcontractors. In addition, Contractor shall provide the information needed to process clearance: the individual's full name, social security number, company name, and a copy of the driver's license clearly depicting the individual's photo, date of birth & driver's license number. A minimum period of 5 working days should be allocated for clearance requests prior to the scheduled date of entry. If an individual does not pass the background check, he/she will not be allowed onto property.
- B. Contractors shall ensure and certify that their employees are legally documented resident aliens or US citizens in conformance with all applicable State and federal laws.
- C. Prior arrest/conviction record may or may not affect the eligibility of a worker. will decide in each individual case. All information including numbers and arrest/conviction records will be kept confidential.
- D. Maintaining a consistent crew throughout the duration of the project would be beneficial to the Contractor in expediting the project. Additional or replacement personnel shall comply with initial entry requirements.
- E. Workers are subject to eviction from property at any time when a question of security clearance arises. Eviction for this reason is not a statement as to the character of the personnel being evicted.
- F. Any Contractor's personnel who are terminated from employment shall immediately leave property. The Contractor shall immediately notify of such termination.
- G. Construction personnel shall be restricted to the immediate construction area, except as coordinated with the Owner and accompanied by Owner's security forces.

1.04 SECURITY PROGRAM

- A. Protect Work and Owner's operations from theft, vandalism, and unauthorized entry, both from without and within the institution.
- B. Initiate program in coordination with Owner's existing security system at project mobilization.
- C. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security, or as otherwise directed by the Owner.

1.05 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to Owner on request. All entry into secured areas shall be coordinated with a designated owner representative and persons shall be accompanied by a correctional officer at all times.
- D. Owner will control entrance of persons and vehicles related to Owner's operations.
- E. All vehicles entering secure areas of the project site shall be carefully coordinated with the Owner, must adhere to and the institution's security rules, and may be thoroughly searched at Owner's discretion. Access shall be allowed only at specified times.
- F. Construction personnel shall be restricted to the immediate construction area, except as coordinated with the Owner and accompanied by Owner's security forces.
- G. Construction personnel are forbidden to converse with inmates.

1.06 PERSONNEL IDENTIFICATION

- A. Contractor shall provide an identification badge to each person authorized to enter premises.
- B. Badge to include: personal photograph, name, assigned number, expiration date and employer.
- C. Maintain a list of authorized persons; submit copy to Owner on request.

1.07 RESTRICTIONS

- A. Cameras are not allowed on property without prior written approval of the Owner.
- B. The Contractor and all personnel working on the project site shall conform to all contraband, prohibited substance(s), and other restrictions of Anyone in violation of these or any other department rules or regulations will be duly prosecuted.
- C. List of contraband and prohibited substances include (but not limited to):
 - a. Weapons or replica weapons, any and all firearms, explosives, etc. (to include bullets, knives and clubs).
 - b. Tobacco products (to include snuff and chewing tobacco).
 - c. Cell phone or computer devices
 - d. More than \$50 cash.
 - e. Drugs of any description (to include barbiturates, narcotics, medicines and poisons) and drug paraphernalia.
 - f. Any and all types of alcoholic drinks (to include "homemade" alcohol and any liquid containing alcohol).
 - g. Clothing that displays sexually or racially offensive, vulgar or profane images or wording.

1.08 TOOL AND MATERIALS CONTROL

- A. Contractor shall be accountable for all tools and materials used at the project jobsite, at all times.
- B. Tools and materials shall be secured at all times within the secure perimeter of the Institution and shall be securely housed on property in locked bins, toolboxes, etc., or taken outside the secure perimeter of the Institution during non-work hours.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 23 00 00
MECHANICAL GENERAL**

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 All material and work shall comply with the National Fire Codes of the NFPA, National and local codes and the ICC International Code Council, Building, Mechanical, Plumbing and Gas Codes 2021 editions and 2009 International Energy Code. Mounting heights of devices shall be in accordance with ADA, ANSI A117.1 2019 Addition.
- 1.3 CONTRACT DOCUMENTS
 - A. Drawings for work under this Division of the specifications indicate generally the location, arrangement and intent of the systems to be installed. Although they are to some extent diagrammatic, they are to be followed as closely as possible. If due to job conditions, for coordination of other trades, or for other reasons it is found necessary to change the location of items, such changes shall be made without additional cost to the Owner and as reviewed by the Architect. Provide all offsets, fittings, etc., without extra charge.
 - B. It is not the intent of these documents to be used as installation drawings nor to include all related services or accessories to place systems in operation. Installation of equipment shall be in strict accordance with the respective manufacturer's recommended instructions. Obtain certified drawings and installation instructions before starting work. The systems shall operate safe, quietly and in the opinion of the Architect, excellent condition.
- 1.4 It is the intent of these plans and specifications to describe a complete and working HVAC system and to prescribe for the complete installation and testing of the equipment and devices specified under other sections of the specifications or on the drawings. Work under this Division of the contract includes all work necessary to make equipment and systems operational while following the details of the drawings and specifications as close as possible. When additional items are required to make systems operational, and are not specifically specified, then items shall be in accordance with the manufacturer's recommendations for the applicable conditions encountered.
- 1.5 ELECTRICAL CONNECTIONS
 - A. Temperature and equipment control wiring are included under this Division of the contract. All starters not factory-mounted shall be furnished under this Division and installed (including wiring through starters) under "Electrical" Division of the contract. Starters shall be generally furnished by the equipment manufacturer specifically for each piece of equipment. Overload heaters in all starters and in ungrounded conductors are included in this Division of the contract.
 - B. Motor starters shall be furnished by the mechanical contractor and delivered to the electrical contractor for mounting and power connections through starter to motor. The contractor shall furnish starters, or combination starter/disconnects as shown on the electrical drawings. Refer to the electrical drawings for the type required for each piece of equipment. Mounting and wiring of starters including wiring to equipment shall be provided under electrical section of the specifications.
- 1.6 SEISMIC REQUIREMENTS
 - A. All HVAC materials shall comply with the 2021 International Building Code and ASCE 7-16 with the latest revisions for seismic requirements, see other sections in Division 23.

- B. See other sections in Division 23 for more specific specifications. Generally, the seismic requirements are covered in the sections where they apply (example: Seismic restraints for ductwork are in section 23 21 13 Mechanical, Piping).
- C. Provide seismic submittals including calculations to determine restraint loads resulting from seismic forces presented in local building code or 2018 IBC (ASCE 7-16). Seismic calculations shall be certified & stamped by an engineer in the employ of the seismic equipment manufacturer with a minimum 5 years experience and licensed in the project's jurisdiction. Provide calculations for all floor or roof mounted equipment, and all suspended or wall mounted equipment 20lbs or greater.
- D. Calculations and restraint device submittal drawings shall specify anchor bolt type, embedment, concrete compressive strength, minimum spacing between anchors, and minimum distances of anchors from concrete edges. Concrete anchor locations shall not be near edges, stress joints, or an existing fracture. All bolts shall be ASTM A307 or better.
- E. The isolators and seismic restraint systems listed herein are as manufactured by Amber/ Booth, Mason Industries, Kinetics, or approved equal. Manufacturer must be a member of the Vibration Isolation and Seismic Control Manufacturers Association (VISCMA).
- F. Steel components shall be cleaned and painted with industrial enamel. All nuts, bolts and washers shall be zinc-electroplated. Structural steel bases shall be thoroughly cleaned of welding slag and primed with zinc-chromate or metal etching primer.
- G. All isolators, bases and seismic restraints exposed to the weather shall utilize cadmium plated, epoxy coat or PVC coated springs and hot dipped galvanized steel components. Nuts, bolts and washers may be zinc-electroplated. Isolators for outdoor mounted equipment shall provide adequate restraint for the greater of either wind loads required by local codes or withstand a minimum of 30 lb. / sq. ft. applied to any exposed surface of the equipment.
- H. Provide shop drawings indicating location of all cable restraints required for pipe and ductwork. Drawings must be stamped by manufacturer's registered professional engineer. Equipment manufacturers shall provide certification that their equipment is capable of resisting expected seismic loads without failure. Equipment manufacturers shall provide suitable attachment points and/or instructions for attaching seismic restraints.
- I. Provide acceptance letter from the manufacturer's agent prior to project closeout indicating manufacturer review of installed seismic piping restraint systems throughout project.

1.7 COMMISSIONING/FINAL CHECK-OUT (HVAC)

- A. The contractor shall provide all coordination, submittal data and shop drawing information to comply with the commissioning requirements as specified. Commissioning is the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent. The commissioning process shall begin no later than the bid phase and continue through the two year warranty period.
- B. The testing and balancing contractor in conjunction with the mechanical contractor and controls contractor shall submit a statement to the Engineer that check test and start-up has been successfully completed and that all equipment, systems and controls are complete and ready for functional performance testing.
- C. The testing and balancing contractor, controls contractor and mechanical contractor shall work closely for verification of the HVAC system and all components throughout project construction. A report issued by the T&B contractor shall test the dynamic function and operation of equipment and systems executed by the Contractor. Systems are tested shall be various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, life safety conditions, power failure, etc. Systems are run through all specified sequences of operation. Components are verified to be responding in accordance with Contract Documents. Functional Performance Tests are executed after start-ups and Pre-functional Checklists are complete.

1.8 COORDINATION SHOP DRAWINGS

- A. The General/Electrical/Plumbing contractor shall coordinate and assist the Mechanical contractor in preparation of detailed coordination shop drawings for all systems. Drawings shall be prepared to carefully coordinate with architectural, plumbing, sprinkler, electrical and structural drawings regarding elevation, access, serviceability and replacement of systems. Space priorities shall be coordinated and established with each trade prior to beginning work to prevent field conflicts. No extra payments for changes or modifications will be allowed any contractor where work has begun without fully coordinated shop drawings. A completed set of coordinated shop drawings shall be submitted to the Design Team for review prior to beginning any work or ordering of any associated equipment, piping, wiring, steel, fixtures, conduits, etc.
- B. Each trade contractor shall coordinate its construction operations and space requirements with those of other contractors and entities to ensure efficient and orderly installation of each trade. These parameters shall be incorporated into the shop drawings developed to identify and resolve any potential conflicts prior to project construction.
- C. Coordination meetings shall be held with the general contractor and MEP contractors at the beginning of the project and prior to start of construction in any area, to develop the coordination drawings and resolve potential installation conflicts. Coordination meetings for the purpose of producing coordinated shop drawings shall be scheduled by area(s) and held during drawing development and shall continue through project completion. Coordination shall include:
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before, during or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required for maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for any installation phase including known future work.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical, electrical and plumbing.
 - 5. Where conflicts arise during the coordination or construction phase, the construction team shall identify conflicts and present cost effective solutions to accompany RFI's to the design team for review and issuance of directive resolution measures.
- D. Shop drawings shall show the routing of all water piping, supply, return, exhaust and fresh air ductwork closely following the contract drawings and specifications. Drawings shall be detailed to miss any structural elements and work of all other trades and shall include the following as a minimum:
 - 1. HVAC All necessary heating, ventilating, air-conditioning and specialty equipment, including air handlers, pumps, piping, air distribution ducts for supply, return, and ventilation and exhaust ducts, including control system, registers, diffusers, grills necessary to produce accurate plans, elevations, building/wall sections and schedules. All piping larger than 1.5" diameter shall be modeled.
 - 2. PLUMBING All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, necessary to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All piping larger than 1.5" diameter shall be modeled.

3. ELECTRICAL All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, control systems), necessary to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.
- E. Ductwork drawings shall show size, length of each piece, top and bottom elevations and placement of registers and grilles. Fittings shall also show throat length or radius, amount of rise or fall and amount of offset. All riser ducts shall be shown where indicated on drawings. Shaft ducts shall be detailed and fully dimensioned.
- F. Drawings shall detail exact placement of all HVAC equipment and shall define access and service area required for each piece of equipment. Pad drawings of air handling units if required shall also be included and fully detailed.

1.9 FIRE STOPPING AND SMOKE SEALS

The Mechanical Contractor shall be responsible for installing fire stopping and joint seals as required for the work in this section. All penetrations through fire resistive construction shall be sealed in accordance with UL drawings and Fire Stop specifications. Products used for fire stopping shall be by the same manufacturer throughout the building for all trades. Coordinate fire stopping work with the General Contractor and all other trades.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. All requests for substitutions shall be submitted in writing so as to be received by the Engineer at least ten (10) calendar days prior to bid date and must be granted permission to quote before award of contract.
- B. Requests for approvals shall be submitted in the form of a letter (with one copy minimum) on letterhead of submitting firm. Letter to be addressed to the Engineer and referenced to this job.
- C. Permission to substitute items shall not be construed as authorizing any deviations from the contract documents, unless such deviations are clearly indicated in letter form. Contractor shall be responsible for verifying all dimensions with available space conditions (with provisions for proper access, maintenance, part replacement and for coordination of other trades) for proper services and construction requirements. Contractor to bear any additional costs for required changes in associated items which are directly or indirectly related to a substituted item.

2.2 MATERIAL AND EQUIPMENT SUBMITTALS

- A. The Engineer will review and take appropriate action on equipment submittals, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general compliance with the design and with the information given in the Contract Documents.
- B. All submittals of equipment and materials for this project shall be furnished by the manufacturer's local representative for Mechanical Design, Inc. No submittals will be received where the local representative has not originated or reviewed the submittal prior to submission. All non compliant submittals will be promptly rejected.
- C. Prior to submittal of equipment submittals to the Architect, Contractor shall review and approve equipment submittals. Equipment submittals which have not been reviewed and approved in writing by the Contractor will not be reviewed by the Engineer.

- D. The Contractor shall submit for review by the Architect detailed drawings of all equipment and all material listed in this section. All submittal data shall be bound a hardback binder. Partial submittals will not be reviewed by the Engineer. The Contractor shall furnish six (6) copies of equipment submittals.
- E. Equipment submitted for review shall be detailed, dimensioned drawings or catalog pages showing construction, size, arrangement, operating clearances, performance characteristics and capacities.
- F. It shall be the sole responsibility of the Mechanical Contractor to verify and coordinate electrical voltage supplied to all mechanical equipment prior to placing equipment order. Prior to ordering equipment, the mechanical contractor shall submit in writing a list of all mechanical equipment and voltages of each to the electrical contractor and electrical engineer for their review. The mechanical contractor shall include a copy of this letter in the equipment submittal package.
- G. Review rendered on equipment submittals shall not be considered as a guarantee of measurements of building conditions. WHERE DRAWINGS ARE REVIEWED, SAID REVIEW DOES NOT MEAN THAT DRAWINGS HAVE BEEN CHECKED IN DETAIL; SAID REVIEW DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY OR NECESSITY OF FURNISHING MATERIAL OR PERFORMING WORK AS REQUIRED BY THE CONTRACT DOCUMENTS.
- H. The Contractor shall submit equipment submittals for the following materials and equipment for review by the Engineer:
 - Seismic (with calculations)
 - Identification
 - Test and Balance
 - Mechanical Insulation
 - Ductwork
 - Pipe, fittings, and valves
 - Pumps
 - Water Treatment
 - Air Handlers
 - Controls

2.3 FINISHES

Contractor shall furnish to Architect color chart, etc. as required for him to select finishes for any piece of equipment, grilles, diffusers, exposed ductwork and piping. Color charts shall be submitted with submittal data. All finishes shall be equivalent to baked enamel unless otherwise indicated

PART 3 – EXECUTION

3.1 SITE CONDITIONS

All bidders shall visit the site and become familiar with all existing conditions before submitting a bid. No extra payments will be made for incidental work not specifically called for but which is necessary for the delivery or proper installation of equipment and functioning of the systems as specified in the bid documents. Submission of a bid will be considered as evidence that this has been done, and no extra payments will be allowed the Contractor because of extra work made necessary by his failure to do so.

- 3.2 Contractor shall deliver to owner a complete, fully operational system. All items to be properly lubricated and operate to their full extent upon completion of the project.

3.3 CONTRACT DOCUMENTS

After thorough examination of contract documents, Contractor shall bring to attention of Architect prior to bid time any discrepancies, errors or omissions in this Division.

3.4 CERTIFICATES AND CODES

Contractor shall deliver to Architect any certificates, permits and licenses as required to comply with all City, County and State applicable laws, ordinances, codes, rules and regulations, including any certificates required by fire department. If any of these items are requested, such items shall be furnished prior to final inspection.

3.5 WORKMANSHIP

All work included in this contract shall be performed by skilled people under competent supervision employing the latest and best practices of the various trades involved. All materials and equipment hereinafter specified shall be new and free from flaws and defects of any nature. Work that is not of good quality will require removal and reinstallation.

3.6 COORDINATION

- A. No work shall be performed, or equipment may be ordered on this project before thoroughly coordinating all space requirements for equipment, ducts, pipes, conduits, etc. with all trades concerned. Establish necessary tie-ins for each trade. No equipment shall be ordered for this project before thoroughly coordinating with all trades the type required for proper installation of equipment in roof, walls and ceiling assembly.
- B. Prior to starting installation, furnish to all trades concerned copies of reviewed shop drawings showings location of equipment, piping, ductwork, etc.
- C. Schedule periodic meetings with other trades before and during installation to avoid conflicts and assure that equipment, piping, ductwork, etc. are installed in the best manner, taking into consideration head-room, maintenance, appearance, replacement and space requirements.
- D. The responsibility for obtaining, cutting, patching, excavating, and backfilling for work under this section of the specifications is included under this section of the specifications.
- E. Contractor shall coordinate the exact size and location of all construction openings with the proper trades preparing the openings and be responsible for obtaining sizes as required. Openings for equipment shall be in accordance with the manufacturer's certified drawings. Lintels shall not be included in this section of the contract.
- F. It shall be the sole responsibility of the Mechanical Contractor to verify and coordinate electrical voltage supplied to all mechanical equipment prior to placing equipment order. Prior to ordering equipment, the mechanical contractor shall submit in writing a list of all mechanical equipment and voltages of each to the electrical contractor and electrical engineer for their review. The mechanical contractor shall include a copy of this letter in the equipment submittal package. Power wiring and mounting of starters and all control components required to install power wiring are not included in this section of the contract. Contractor shall provide adequate wiring diagrams to any trade concerned.
- G. Roof curbs as shown on the Mechanical drawings shall be furnished under this section of the specifications. Curb caps for weather proofing prior to setting of equipment shall also be furnished under this section of the specifications. The installation of roof curbs is not included in this section of the specifications.

- H. Painting of equipment, piping and ductwork for shall be included in this section of the specifications.

- 3.7 Contractor shall be responsible for the protection and cleanliness of equipment installed under this section of the contract.

3.8 INSPECTION OF CONCEALED WORK

Contractor shall notify the Engineer at least three (3) day in advance prior to covering up or concealing any work under this division of the contract. Any work covered or concealed without consent or review of the Engineer shall be exposed for examination at the Contractor's expense.

3.9 DAMAGES DURING CONSTRUCTION

Contractor shall be responsible for any costs of repairing any damages caused by this contractor, to the building, building contents, and site during construction and guarantee period.

3.10 CUTTING AND PATCHING

Provide all cutting and patching necessary to install the work specified in this section. Provide inserts, sleeves, access panels, supports, etc. Lay out work in advance and establish locations of chases, inserts, sleeves, access panels, etc.

3.11 EXCAVATION AND BACKFILLING

- A. Provide all excavating and backfilling for work under this Division of the contract.
- B. Install sewer and water pipes in separate trenches, graded uniformly to provide solid bearing and required fall. Dig bell holes at hubs. Remove rock for one (1) foot below pipe and replace with sand.
- C. Upon completion of tests and inspections, backfill with approved material, placed and tamped to prevent excessive settlement.

3.12 OWNER INSTRUCTION

- A. Contractor shall instruct the Owner's representative in complete detail as to proper operation of the overall system. Advise the Owner as to where to order common replacement items. Deliver to the Owner the equipment manufacturer agent's name, address, and telephone number for each piece of equipment.
- B. Provide two copies of a hard back three-ring file folder containing all warranties, catalog data and the manufacturer's standard operating and maintenance instructions for each item of equipment.
- C. The folder shall also contain a maintenance sheet for each piece of equipment, type written by the contractor. Each sheet shall list the maintenance functions to be performed in accordance with the manufacturer's recommendations and the frequency with which each is to be done. Provide columns on each sheet so that they may be dated by maintenance personnel when each individual function is performed. The contractor shall instruct and demonstrate each maintenance function to the Owner's representative.

3.13 FINAL INSPECTION

- A. Contractor shall provide all initial balancing that season conditions will allow prior to final inspection.

- B. For final inspection, all construction filters shall be replaced with new filters. All items shall be cleaned thoroughly inside and outside of all dust, dirt, plaster or other foreign material. Repainting of scratched equipment shall be completed.
- C. Contractor shall notify the Architect, Engineer and or construction manager in writing that he has complied with the above items prior to final inspection. In addition, the contractor shall furnish a statement prior to the Final inspection that the following items are complete:
 - All smoke detectors are installed and working properly.
 - All penetrations (pipes, conduit, ducts, etc.) in rated walls and/or floor/ceiling assemblies are properly installed using appropriate methods and materials.
 - All required seismic bracing of walls, equipment, pipes and ducts is present and properly installed.
 - All HVAC systems have been tested, balanced, and commissioned per ASHRAE 90.1. A copy of the report will be available at the inspection.
 - Listed assembly details, product data sheets, and approved submittals are available on site.
- D. A mechanic shall be present at final inspection with all tools and instruments required to completely inspect and check measurements required under "Testing and Balancing." Provide a step-ladder and keys for control instruments.
- E. Contractor shall indicate in red ink on prints all changes to underground services. Submit print along with other submittals required prior to final inspection.

3.14 Warranty Period

- A. Contractor shall warrant all equipment, ductwork, piping and any other materials specified under this Division of the contract for a period of one (1) year from the date of project acceptance unless otherwise indicated. Upon failure of any part(s) of the system during the warranty period, the affected part(s) shall be repaired and/or replaced promptly by and at the expense of the Contractor subject to the conditions listed in the AIA A201 General Conditions, Section 3.5.
- B. If any component fails during the regular warranty period, then the replacement part(s) shall be given an additional one (1) year warranty from the time of replacement. This shall continue until the items have given a year of satisfactory service.

3.15 IDENTIFICATION

Contractor shall identify each piece of equipment (except in finished areas) and each control device with its correct set point. Items shall be identified by name and numerical sequence (RTU-1, etc.). Nameplates shall be 1/16" thick plates with 1/2" high white letters on black background. Nameplates shall be attached securely. No identification shall be done until all painting has been accomplished. Locations for servicing equipment above ceilings shall also be labeled with nameplates attached to the ceiling grid identifying equipment and access location.

3.16 PAINTING

Contractor shall paint all new equipment (except factory painted equipment), ductwork, piping and any other materials exposed to view. New equipment, pipes, ductwork and other exposed materials shall be completely sanded, primed and repainted where factory paint has been scratched. Paint shall be as recommended by equipment manufacturer. Pipes shall be color coded with colors selected by the Engineer. Devoe, Sherwin Williams, Pittsburg, Glidden or approved equal paints may be used.

3.17 RECORD DRAWINGS

- A. Contractor shall maintain on the job site one complete set of drawings for this project. All changes authorized by the Architect and/or Owner as to locations, sizes, etc. of equipment, duct-work, piping and other material shall be indicated in red ink on the drawings as work progresses.
- B. Contractor shall obtain at his expense, a set of reproducible drawings on which he shall indicate the information outlined above, prior to final inspection. The Architect will make available to the Contractor original drawings of the work to be used to make the reproducible drawings. The final, annotated, reproducible drawings shall be turned over to the Architect at the time of final inspections.

3.18 UTILITY INTERRUPTIONS:

- 3.19 Obtain owner's approval for water utility interruptions at least five (5) working days in advance of all scheduled interruptions. Contractor shall arrange work so that interruptions are minimized in number and duration.

3.20 TEMPORARY AIR CONDITIONING

- A. The Mechanical Contractor shall coordinate with the General Contractor the requirements for temporary air conditioning of the building for completion of interior finish work prior to substantial completion.
- B. The mechanical Contractor shall schedule his work to provide temporary heating and cooling utilizing the new HVAC system at the request of the General Contractor. Service, maintenance and filter service of the equipment shall be provided by the Mechanical Contractor. The Mechanical contractor shall provide temporary duct filters to maintain a clean duct system during temporary service.
- C. The use of the new HVAC system shall not decrease the equipment or installation warranty as specified herein. All equipment and installation warranties shall begin at substantial completion of work.

END OF SECTION 23 00 00

SECTION 23 05 48
VIBRATION ISOLATION AND SEISMIC RESTRAINT

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 All equipment and materials for this project shall be purchased from and furnished to the contractor by the manufacturer's local representative for Mechanical Design, Inc. No submittals for equipment or materials will be received where the local representative has not originated the submittal data for this project. All non compliant submittals will be promptly rejected.
- 1.3 The seismic supplier shall provide a project site visit review, certification of installation of seismic components during construction and furnish a written report after installation of seismic components are complete. Site visit review and certification letter shall be completed by a manufacturer's representative in the employ of the seismic supplier with a minimum 5 years' experience. The certification letter shall be furnished on the manufacturer's representative letterhead and shall reference the original stamped seismic drawings/submittals.
- 1.4 See "EQUIPMENT ISOLATION AND SEISMIC SCHEDULE" at the end of this section for applicable specification requirements.
- 1.5 All mechanical equipment 3/4 HP and over listed in the Vibration Isolation / Seismic schedule shall be mounted on vibration isolators to prevent the transmission of objectionable vibration and vibration induced sound to the building structure. All isolation materials, flexible connectors and seismic restraints shall be of the same manufacturer.
- 1.6 Install full line size flexible pipe connectors at the inlet and outlet of each pump, cooling tower, condenser, chiller, coiling connections and where shown on the drawings. All connectors shall be suitable for use at the temperature, pressure, and service encountered. Flexible connectors shall not be required for suspended in-line pumps.
- 1.7 Unless otherwise specified, all mechanical, electrical, and plumbing equipment, pipe, and duct shall be restrained to resist seismic forces. Restraint devices shall be designed and selected to meet the seismic requirements as defined in the latest issue of the IBC or local jurisdiction building code.
- 1.8 Seismic restraint shall not be required for the following:
 - A. Hanging, wall mounted, and flexibly supported mechanical, plumbing and electrical components that weigh 20 pounds (89 N) or less, where $I_p = 1.0$ and flexible connections are provided between the components and associated duct work, piping and conduit.
 - B. Piping supported by individual clevis hangers where the distance, as measured from the top of the pipe to the supporting structure, is less than 12 inches for the entire pipe run and the pipe can accommodate the expected deflections. Trapeze or double rod hangers where the distance from the top of the trapeze or support to the structure is less than 12 inches for the entire run.
 - C. High deformability piping (steel, copper, aluminum with welded, brazed, ground, or screwed connections) designated as having an $I_p = 1.5$ and a nominal pipe size of 1 inch (25 mm) or less where provisions are made to protect the piping from impact or to avoid the impact of larger piping or other mechanical equipment. Note, any combination of piping supported on a trapeze where the total weight exceeds 10 lb/ ft. must be braced.

- D. High deformability piping (steel, copper, aluminum with welded, brazed, ground, or screwed connections) and limited deformability piping (cast iron, FRP, PVC) designated with an $I_p = 1.0$ and a nominal pipe size of 1 inch and less in the mechanical equipment room, or 2" and less outside the mechanical equipment room.
 - E. PVC or other plastic or fiberglass vent piping.
 - F. HVAC ducts suspended from hangers that are 12 inches or less in length from the top of the duct to the supporting structure and the hangers are detailed to avoid significant bending of the hangers and their connections. Duct must be positively attached to hanger with minimum #10 screws within 2" from the top of the duct. HVAC duct with an $I_p = 1.5$ that have a cross-section area less than 4 square feet. HVAC ducts with an $I_p = 1.0$ that have a cross sectional area of less than 6 square feet.
 - G. Equipment items installed in-line with the duct system (e.g, fans, heat exchangers and humidifiers) with an operating weight less than 76 pounds. Equipment must be rigidly attached to duct at inlet and outlet.
 - H. Manufacturer of vibration and seismic control products shall provide piping, ductwork and equipment isolation systems and seismic restraints as scheduled or specified with installation instructions and shop drawings for all materials supplied under this section of the specifications.
- 1.9 Submittals shall include calculations to determine restraint loads resulting from seismic forces presented in local building code or IBC, Chapter 16 latest edition. Seismic calculations shall be certified & stamped by an engineer in the employ of the seismic equipment manufacturer with a minimum 5 years' experience and licensed in the project's jurisdiction. Provide calculations for all floor or roof mounted equipment, and all suspended or wall mounted equipment 20lbs or greater.
- 1.10 Calculations and restraint device submittal drawings shall specify anchor bolt type, embedment, concrete compressive strength, minimum spacing between anchors, and minimum distances of anchors from concrete edges. Concrete anchor locations shall not be near edges, stress joints, or an existing fracture. All bolts shall be ASTM A307 or better.
- 1.11 The isolators and seismic restraint systems listed herein are as manufactured by Amber / Booth, Mason Industries, Kinetics, or approved equals which meet all the requirements of the specifications, are acceptable. Manufacturer must be a member of the Vibration Isolation and Seismic Control Manufacturers Association (VISCMA).
- 1.12 Steel components shall be cleaned and painted with industrial enamel. All nuts, bolts and washers shall be zinc-electroplated. Structural steel bases shall be thoroughly cleaned of welding slag and primed with zinc-chromate or metal etching primer.
- 1.13 All isolators, bases and seismic restraints exposed to the weather shall utilize cadmium plated, epoxy coat or PVC coated springs and hot dipped galvanized steel components. Nuts, bolts and washers may be zinc-electroplated. Isolators for outdoor mounted equipment shall provide adequate restraint for the greater of either wind loads required by local codes or withstand a minimum of 30 lb. / sq. ft. applied to any exposed surface of the equipment.
- 1.14 Provide shop drawings indicating location of all cable restraints required for pipe and ductwork. Drawings must be stamped by manufacturer's registered professional engineer. Mechanical, electrical and plumbing equipment manufacturers shall provide certification that their equipment is capable of resisting expected seismic loads without failure. Equipment manufacturers shall provide suitable attachment points and/or instructions for attaching seismic restraints.

PART 2 – PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Specification W: a pad type mounting consisting of two layers of ribbed elastomeric pads with a $\frac{1}{2}$ " poro-elastic vibration absorptive material bonded between them. Pads shall be Amber / Booth Type NRC.
- B. Specification A: an elastomeric mounting having a steel baseplate with mounting holes and a threaded insert at top of the mounting for attaching equipment. All metal parts shall be completely embedded in the elastomeric material. Mountings shall be designed for approximately $\frac{1}{2}$ " deflection, and incorporate a steel seismic snubber with all directional restraint. Mountings shall be Amber/Booth Type SRVD.
- C. Specification D: an elastomeric hanger consisting of a rectangular steel box capable of 200% minimum overload without visible deformation, 30 degree rod misalignment and an elastomeric isolation element designed for approximately $\frac{1}{2}$ " deflection. Hangers shall be Amber/Booth Type BRD.
- D. Specification E: a combination spring and elastomeric hanger consisting of a rectangular steel box capable of 200% minimum overload without visible deformation, 30 degree rod misalignment, coil spring, spring retainers and elastomeric element designed for approximately $\frac{1}{2}$ " deflection. The spring shall be designed for a minimum k_x/k_y of 1.0. Spring hangers shall be Amber/Booth Type BSRA.
- E. Specification F: a set (two or more) of spring thrust resisting assemblies, which consist of coil springs, spring retainer, isolation washer, angle mounting brackets, and elastomeric tubing for isolating thrust resister rod from fan discharge. Thrust restraints shall be Amber / Booth Type TRK.
- F. Specification SB: a unitized adjustable open spring isolator and a welded steel housing designed to resist seismic forces in all directions. Restraint surfaces which engage under seismic motion shall be cushioned with a resilient elastomer to protect equipment. Restraints shall allow a maximum of $\frac{1}{4}$ " movement before engaging and shall allow for the spring to be changed if required. Isolator shall be a stable spring with a minimum k_y/k_z of 1.0. The spring package shall include an elastomeric pad for high frequency absorption at the base of the spring. Nuts and bolts shall be zinc-electroplated to prevent corrosion. Bolting equipment to isolator with bolts smaller than main adjusting bolt will not be allowed. Baseplate shall provide means for bolting to the structure. Entire assembly shall be rated to exceed the applied seismic load. Mountings shall be Amber/Booth Type SWSR.

2.2 BASES

- A. Specification G: a welded integral structural steel fan and motor base with NEMA standard motor slide rails and holes drilled to receive the fan and motor slide rails. The steel members shall be adequately sized to prevent distortion and misalignment of the drive, and specifically, shall be sized to limit deflection of the beam on the drive side to 0.05" due to starting torque. Snubbers to prevent excessive motion on starting or stopping shall be furnished if required; however, the snubbers shall not be engaged under steady running conditions. Bases shall be Amber/Booth Type SFB.
- B. Specification H: a welded WF (main member) structural steel base for increasing rigidity of equipment mounted thereon or for unitizing belt driven fans. Fan bases shall have holes drilled to match fan and located to provide required center distance between fan and supplied NEMA standard motor slide rails. The steel members shall have minimum depth of $\frac{1}{12}$ " of the longest span, but not less than 6" deep. Junior beams and junior channels shall not be used. Cross members shall be provided where necessary to support the equipment or to prevent twisting of the main members. Where height restrictions prevent the use of members having a depth of $\frac{1}{12}$

of the longest span, beams of less depth may be used provided they have equal rigidity. Provide height-saving brackets for side mounting of the isolators. Brackets for use with Specification type B isolators having 2.5" deflection or greater shall be of the precompression type to limit exposed bolt length. Bases shall be Amber/Booth Type WSB.

- C. Specification J: a concrete inertia base consisting of perimeter structural steel concrete pouring form (CPF), reinforcing bars welded in place, bolting templates with anchor bolts and height-saving brackets for side mounting of the isolators. Brackets for use with Specification type B isolators having 2.5" deflection or greater shall be of the precompression type to limit exposed bolt length. The perimeter steel members shall have a minimum depth of 1/12 of the longest span, but not less than 6" deep. The base shall be sized with a minimum overlap of 4" around the base of the equipment and, in the case of belt-driven equipment, 4" beyond the end of the drive shaft. Fan bases are to be supplied with NEMA standard motor slide rails. The bases for pumps shall be sized to support the suction elbow of end suction pumps and both the suction and discharge elbows of horizontal split-case pumps. The bases shall be T-shaped where necessary to conserve space. Inertia bases shall be Amber/Booth Type CPF.

2.3 SEISMIC RESTRAINTS:

- A. Specification SL: a restraint assembly for floor mounted equipment consisting of welded steel interlocking assemblies welded or bolted securely to the equipment or the equipment bases and to the supporting structure. Restraint assembly surfaces which engage under seismic motion shall be lined with a minimum 1/4" thick resilient elastomeric pad to protect equipment. Restraints shall be field adjustable and be positioned for 1/4" clearance as required to prevent interference during normal operation. Restraint assembly shall have minimum rating of 2 times the catalog rating at 1 G as certified by independent laboratory test. Restraint shall be Amber/Booth Type ER.
- B. Specification SC: a restraint assembly for suspended equipment, piping or ductwork consisting of high strength galvanized steel aircraft cable. Cable must have Underwriters Laboratories listed certified break strength and shall be color-coded for easy field verification. Secure cable to structure and to braced component through bracket or stake eye specifically designed to exceed cable restraint rated capacity. Cable must be manufactured to meet or exceed minimum materials and standard requirements per AISI Manual for structural applications of steel cables and ASTM A630. Break strengths must be per ASTM E-8 procedures. Safety factor of 1.5 may be used when pre-stretched cable is used with end connections designed to meet the cable break strength. Otherwise safety factor 3.76 must be used. Cables shall be sized for a force as listed in section 1.3. Cables shall be installed to prevent excessive seismic motion and so arranged that they do not engage during normal operation. Restraint shall be type LRC.

2.4 ROOFTOP UNIT CURBS AND ISOLATION SYSTEMS

- A. Specification X: Non isolated seismically rated rooftop curb system that is flashed into roofing membrane. Air and watertight curb shall have a neoprene sponge seal at the top and be rigid enough provide continuous perimeter support for rooftop unit. Curb must provide means to positively anchor to concrete deck, or bolt or weld directly to structural steel to withstand seismic loading. Curb shall provide a means by which contractor supplied insulation may be installed for thermal insulation and acoustic attenuation. Curbs shall accommodate roof pitch shown on drawings. Curb shall use minimum 16 gage galvanized steel and shall be designed with cross bracing required to withstand the greater of seismic forces or wind loading per local building code. Design must be certified by registered professional engineer in the employ of the manufacturer. Seismic curbs shall be Amber/Booth Type RTC. Steel shall be primed with metal etching primer.
- B. Specification Z: Seismically rated rooftop isolation curb system that is flashed into roofing membrane. Standard unit curb will not be used. Air and watertight upper curb shall have a neoprene sponge seal at the top and be rigid enough provide continuous perimeter support for rooftop unit. The upper curb shall be supported by type C isolators welded or bolted to continuous

structural support which is positively anchored to concrete deck or bolted or welded to the structure to withstand seismic loading. An EPDM nylon reinforced air tight weatherproof seal shall consolidate the upper and lower curbs. Weatherproof access doors shall be provided at each isolator to allow isolator adjustment. Isolation curb shall provide a means by which contractor supplied insulation may be installed for thermal insulation and acoustic attenuation. Curbs shall accommodate roof pitch shown on drawings. Isolation curb shall use minimum 16 gage galvanized steel and shall be designed with cross bracing required to withstand the greater of seismic forces or wind loading per local building code. Design must be certified by registered professional engineer in the employ of the manufacturer. Isolation curbs shall be Amber/Booth Type RTIC. Steel shall be primed with metal etching primer. Steel exposed to view or outdoors shall be primed and painted to match unit color.

PART 3 – EXECUTION

- 3.1 Isolator and seismic restraints shall be installed as recommended by the manufacturer. Isolate all mechanical equipment 3/4 hp and over per the isolation schedule and these specifications.

3.2 DUCT ISOLATION:

Isolate all duct work with a static pressure 2" W.C. and over in equipment rooms and to minimum of 50 feet from the fan or air handler. Use specification type E hangers or type SB (SX) floor mounts.

3.3 INSTALLATION

- A. Comply with manufacturer's instructions for the installation and load application of vibration isolation materials and products. Adjust to ensure that units do not exceed rated operating deflections or bottom out under loading, and are not short-circuited by other contacts or bearing points. Remove space blocks and similar devices (if any) intended for temporary support during installation or shipping.
- B. Locate isolation hangers as near the overhead support structure as possible. Adjust leveling devices as required to distribute loading uniformly on isolators. Shim units as required where leveling devices cannot be used to distribute loading properly. Install isolated inertia base frames and steel bases on isolator units as indicated so that a minimum of 1 inch clearance below base will result when supported equipment has been installed and loaded for operation.
- C. Seismic Rated roof curbs shall be installed directly to building structural steel or concrete roof deck. Installation on top of steel deck or roofing material is not acceptable. Shimming of seismic rated curbs is not allowed. Housekeeping Pads shall be constructed and installed per ASHRAE's "A Practical Guide to Seismic Restraint". They shall be a minimum of .5" thicker than the maximum embedment required of any anchor but not less than 6". They shall be sized to provide minimum edge distances for all installed anchors. They must be anchored to the floor structure in an approved manner.

3.4 APPLICATION OF SEISMIC RESTRAINTS

- A. All floor mounted isolated equipment shall be protected with type SB or type C unitized isolator and restraint or with separate type SL restraints (minimum of 4. Floor mounted non-isolated equipment shall be protected by properly sized anchor bolts with elastomeric grommets provided by the isolation manufacturer All suspended equipment and vessels shall be protected with specification SC restraints. Cables shall be installed to prevent excessive seismic motion and so arranged that they do not engage during normal operation.
- B. All piping shall be protected in all planes by SC restraints, designed to accommodate thermal movement as well as restrain seismic motion. (spring-loaded control rods should be used on

flexible connectors in system). Tanks and vessels connected in line to piping shall be restrained independently. Locations shall be as determined by the isolator/seismic restraint supplier.

- C. Where riser pipes pass through cored holes, core diameters to be a maximum of 2" larger than pipe O.D. including insulation. Cored holes must be packed with resilient material or fire stop as provided by other sections of this specification or local codes. No additional horizontal seismic bracing is required. Restrained isolators type C or SB shall support risers and provide longitudinal restraint at floors where thermal expansion is minimal and will not bind isolator restraints. For risers in pipe shafts, specification SC cable restraints shall be installed at each level in a manner that does not interfere with thermal movement.

3.5 DUCT WORK

Duct work shall be protected in all planes by SC restraints. Locations shall be determined by the isolator supplier.

3.6 EQUIPMENT ISOLATION AND SEISMIC SCHEDULE

EQUIPMENT TAG	COMPONENT Ip	ISOLATION SPEC. REST,	SEISMIC SPEC.,	ISOLATION DEFL.
Air Handling Units	1.0	Internal By Manuf.	Note 1	2"
Air Handling Units (Flr)	1.0	Spec SB/Spec K	Spec SB	1"
Fan VAV Term.	1.0	Spec D	Spec SC	.5"
Inline Fans	1.0	Spec D	Spec SC	1"
Pkgd Heat Pump Units (On Roof)	1.0	Spec X/Spec Z	Note 4	0.15"
Unit Heaters (Susp)	1.0	None	Spec SC	N/A
Cabinet Heaters (Susp)	1.0	Spec D	Spec SC	.5"
Kitchen Hoods	1.0	None	Spec SC	N/A

Notes

1. Anchor bolts for non-isolated and internally isolated equipment shall be sized by the seismic restraint supplier. If required, Spec. SL snubbers or Spec. SC cable kits shall be provided.
2. Roof curbs provided by others must be certified by a professional engineer for the required seismic loads.
3. All Life Safety equipment, gas fired equipment, and all equipment in Seismic Use Group III buildings shall have Ip = 1.5.
4. Provide vibration isolation rails for all units larger than 10 tons

***See architectural and structural for applicable projects seismic factors.**

END OF SECTION 23 05 48

**SECTION 23 05 53
IDENTIFICATION AND LABELING**

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 The record drawings shall include mechanical identification on all serviceable components of piping and duct work systems and shall reference applicable valve tag charts and/or riser diagrams. This section contains the requirements relating to the materials and methods used to identify items described in Division 23.
- 1.3 **IDENTIFICATION OF UNDERGROUND PIPING**

A. WARNING TAPE

All underground piping and utilities shall have metalized warning tape installed above the pipe or line that identifies the specific system buried below. Tape shall consist of a minimum 3.5 mil solid foil core encased in a protective plastic jacket (total thickness 5.5 mils) and be 6" wide with black lettering imprinted on a color-coded background that conforms to APWA color code specifications. Tape shall be installed from 18" to 30" above the pipe and in no case less than 6" below grade.

B. TRACER WIRE

All non-metallic pipe installed underground shall have a tracer wire installed along the length of the pipe. Tracer wire shall be 14 gauge minimum, copper single-conductor wire with insulation and shall be continuous along the pipeline passing through the inside of each valve box.

PART 2 – PRODUCTS

2.1 PAINTED IDENTIFICATION MATERIALS

A. STENCILS

Standard fiberboard stencils, prepared for required applications with letter sizes generally complying with recommendations of ANSI A13.1 for piping and similar applications but not less than 1-1/4" high letters for ductwork and not less than 3/4" high letters for access door signs and similar operational instructions.

B. STENCIL PAINT

Standard exterior type stenciling enamel; black, except as otherwise indicated; either brushing grade or pressurized spray-can form and grade.

2.2 VALVE TAGS

A. BRASS VALVE TAGS

- B. Provide 19-gauge polished brass valve tags with stamp-engraved piping system abbreviation in 1/4" high letters and sequenced valve numbers 1/2" high and with 5/32" hole for fastener. Provide 1-1/2" diameter tags except as otherwise indicated.

C. PLASTIC LAMINATE VALVE TAGS

Provide manufacturer's standard 3/32" thick engraved plastic laminate valve tags, with piping system abbreviation in 1/4" high letters and sequenced valve numbers 1/2" high, and with 5/32" hole for fastener. Provide 1-1/2" square black tags with white lettering, except as otherwise indicated.

2.3 ENGRAVED PLASTIC-LAMINATE SIGNS

A. GENERAL

Provide engraving stock melamine plastic laminate, in the sizes and thickness indicated, engraved with engraver's standard letter style of the sizes and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.

B. THICKNESS

1/16" for units up to 20 square inches or 8" length; 1/8" for larger units.

C. FASTENERS

Self-tapping stainless-steel screws.

2.4 WRAP-AROUND PLASTIC IDENTIFICATION

All plumbing/mechanical piping identification shall adhere to ANSI A13.1 – 1981. Interior piping, all locations, shall utilize Seton "Setmark" or equal pipe markers. Exterior piping in exposed locations such as manholes/tunnels, at pad mounted chiller, etc., shall utilize Seton "Ultra-mark" or equal pipe markers. All pipe markers shall be snap around whenever possible. Markers shall be located at each wall, floor or ceiling penetration, whether exterior or interior, and every 20 ft. thereafter. Markers shall be fully legible from floor level showing medium contained in pipe, and directional arrows.

Piping shall be identified as follows:

**HEATING WATER SUPPLY,
HEATING WATER RETURN,
CHILLED WATER SUPPLY,
CHILLED WATER RETURN,
& others by approval by submittals.**

PART 3 – EXECUTION

3.1 INSTALLATION REQUIREMENTS

A. COORDINATION

Coordinate new labeling with existing labeling through Project Manager. Where identification is to be applied to surfaces that require insulation, painting or other covering or finish, including valve tags in finished mechanical spaces, identification shall be installed after completion of covering

and painting. Identification is to be installed prior to installation of acoustical ceilings and similar removable concealment.

B. PIPING SYSTEM IDENTIFICATION

1. Provide for pipe markers as follows:
Wrap around plastic identification with application system as indicated under Part 2 Products in this Section. Include arrows to show normal direction of flow. For hot non-insulated pipes, install a segment of pipe insulation with appropriate piping identification.
2. Locate identification as follows wherever piping is exposed to view in occupied spaces, machine rooms, accessible maintenance spaces and exterior non-concealed locations.
 - a. Near each valve and control device.
 - b. Near each branch, excluding short take-offs for fixtures and terminal units; mark each pipe at branch, where there could be question of flow pattern.
 - c. At locations where pipes pass through walls, floors, ceilings, or enter non-accessible enclosures.
 - d. At access doors, manholes and similar access points which permit view of concealed piping.
 - e. At major equipment items and other points of origination and termination.
 - f. Spaced intermediately at maximum spacing of 50' along each piping run, except reduce spacing to 25' in congested areas of piping and equipment.
 - g. On piping above removable acoustical ceilings, except omit intermediately spaced markers.
 - h. Identify non potable piping and outlets.

A. VALVE IDENTIFICATION

Provide for valve tags on every valve and control device in each piping system; exclude check valves, valves within factory-fabricated equipment units, HVAC terminal devices and similar rough in connections of end-use fixtures and units. List each tagged valve in a valve schedule for each piping system.

B. MECHANICAL EQUIPMENT IDENTIFICATION

Provide for engraved plastic laminate sign on or near each major item of mechanical equipment and each operational device. Provide signs for the following general categories of equipment and operational devices:

1. Fuel-burning units including boilers, furnaces, and heaters.
2. Pumps and similar motor-driven units.
3. Tanks and pressure vessels.
4. VFD's and transmitters and Control Boxes.

END OF SECTION 23 05 53

SECTION 23 05 93
TESTING ADJUSTING AND BALANCING

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 Work under this section includes the testing, adjusting and balancing air and water systems in all heating, ventilating and air conditioning systems. The results of all tests, adjustments and balancing shall be submitted to the Architect for approval.
- 1.3 Other sections of the specification are a part of this section. Refer to all other sections for a complete description of the work.
- 1.4 COMMISSIONING (HVAC)
 - A. The contractor shall provide all coordination, submittal data and shop drawing information to comply with the commissioning requirements as specified. Commissioning is the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent. Commissioning shall be performed in accordance with the Building Commissioning Association's standards or ASHRAE. The commissioning process shall begin no later than the bid phase and continue through the two year warranty period.
 - B. The testing and balancing contractor in conjunction with the mechanical contractor and controls contractor shall submit a statement to the Engineer that check test and start-up has been successfully completed and that all equipment, systems and controls are complete and ready for functional performance testing.
 - C. The testing and balancing contractor, controls contractor and mechanical contractor shall work closely for verification of the HVAC system and all components throughout project construction. A report issued by the T&B contractor shall test the dynamic function and operation of equipment and systems executed by the Contractor. Systems are tested shall be various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, life safety conditions, power failure, etc. Systems are run through all specified sequences of operation. Components are verified to be responding in accordance with Contract Documents. Functional Performance Tests are executed after start-ups and Prefunctional Checklists are complete.
- 1.5 Testing and balancing of the HVAC system is defined as the optimization of the installed system. The equipment schedule is used for equipment selection only. Industry standards of +/-10% are considered to be benchmarks and will not be used as an absolute requirement for final acceptance of the project. Approval of the final report will be the sole responsibility of the design engineer.
- 1.6 TESTING AND BALANCING AGENCY
 - A. All work shall be performed by an independent Test and Balance Agency. Testing, adjusting and balancing work shall be the firm's sole source of income. All work shall be under the direct supervision of a project manager who is qualified for testing and balancing the hydronic and air performance of heating, air conditioning, and ventilating systems.
 - B. The testing and balancing contractor will test and balance the systems according to NEBB standards. The T&B contractor will provide the mechanical contractor with a written list of all project deficiencies and copy the engineer via fax. The T&B contractor will work with the engineer and

contractor to insure that any and all deficiencies are adequately addressed prior to submission of the final report. The engineer will be provided with a T&B summary prior to submission of the final report. The T&B Contractor shall notify the engineer and contractor immediately of any deficiencies which impede balancing and any inability to meet the specified requirements.

- C. The design engineer may request verification of data at any time during or after the T&B process. The test, balancing and adjusting shall be performed as many times as required to prove project requirements have been met. If requested by the Engineer, tests shall be performed in his presence
- D. The Testing and Balancing firm will be certified by NEBB and have a minimum of ten years experience in testing and balancing. Acceptable firms to perform testing and balancing on this project are:

1.7 RESPONSIBILITY OF OTHERS

- A. Mechanical Contractor- The mechanical contractor is responsible for installing the systems per the plans and specification. The mechanical contractor is also responsible coordinating work between the T&B and Control contractor. All system deficiencies will be corrected/optimized prior to the submission of the T&B report. The mechanical contractor will supply the test and balance contractor with accurate drawings, submittals, and support required to optimize the system(s).
- B. Control Contractor- The control contractor shall work closely with the T&B contractor during testing and balancing to insure proper operation of the control system. The control contractor will functionally check the controls prior to the T&B process. The T&B process will not begin until the control system has been checked and approved by the control contractor. The control contractor will furnish any software required to test and balance the system(s).

1.8 INSTRUMENTS

Instruments used shall be of high quality and as recommended by AABC or NEBB for the application. Instruments shall be properly calibrated and certified within the last six months.

1.9 ACCURACY

The balancing firm shall warrant, solely that the system will be set to the values as established by the drawings and specifications and also adjust to minimize drafts in all areas.

1.10 CHANGES

- 1.11 Any changes that are required for the final balancing results as determined by the balancing firm shall be provided under this section of the specifications. Such changes shall include, but not limited to, changing of pulleys, belts, dampers or adding dampers or access panels.

PART 2 – PRODUCTS

2.1 SUBMITTALS:

- A. Prior to acceptance of the systems by the Owner, submit to the Engineer for his review, a written testing, adjusting and balancing report, in triplicate, contained in a hard-backed three ring notebook.
- B. All reports, forms and data sheets shall generally be the standards of AABC or NEBB.

PART 3 – EXECUTION

3.1 BALANCING PROCEDURE:

- A. Before starting water balance, check the following items:
 - 1. Cleanliness of system water
 - 2. Cleanliness of all system strainers
 - 3. Manual air vents
 - 4. Pump and motor lubrication
 - 5. Motor overload protectors or heaters for proper size
 - 6. Proper pump rotation
- B. Measure pump capacities by venturi, orifices or flow meters if installed or by differential pressure measurements, amperage and brake horsepower method using pump manufacturer's capacity curve. Position all automatic valves, hand valves and circuit setters for full flow through coils, tube bundles, etc. during pump adjustment. Use only calibrated test gauges for pump adjustment; the use of pressure gages installed within the system will not be permitted.
- C. Coordinate the setting of controls to maintain coil water inlet design temperatures, with coil valves positioned for full flow through coil during adjustment. Balance individual water coils at full flow to maintain temperature differential specified.
- D. Lock in setpoint on circuit setters correctly.

3.1 ADJUSTING AND BALANCING

Adjust, balance, record and submit as previously specified, for each of the following:

A. Grilles and Diffusers:

Fan Mark	Room if Applicable	Design CFM	Measured CFM
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B. Chilled/Hot Water Blower Coils Units:

- 1. Grilles and Diffusers as specified in (A) above
- 2. Supply Air Dry Bulb Temperature
- 3. Total CFM
- 4. Outside Air CFM
- 5. Total Static Pressure
- 6. External Static Pressure
- 7. Nameplate Data
- 8. Actual Motor Amperage and Voltage (Each Motor)
- 9. Fan RPM (Each Motor)
- 10. GPM
- 11. Chilled Water EWT
- 12. Chilled Water LWT
- 13. Hot Water EWT
- 14. Hot Water LWT

C. All Water Coils:

- 1. Water Flow rate, GPM
- 2. Water Pressure Drop, Ft. of Water
- 3. Water Entering and Leaving Temperature

4. Air Flow rate Across Coil, CFM
5. Air Pressure Drop Across Coil, Inches of Water
6. Air Entering Dry Bulb and Wet Bulb Temperature
7. Air Leaving Dry Bulb and Wet Bulb Temperature
8. Coil Face Area, Square Feet
9. Coil Face Air Velocity, Feet per Minute

D. Pumps:

1. Final Water Flow rate, GPM
2. Wide Open Water Pressure Differential, Ft. of Water
3. No Flow Water Pressure Differential, Ft. of Water
4. Pump Off Pressure, Ft. of Water
5. Motor Amperage and Voltage

E. Boilers:

1. Final Water Flow rate, GPM
2. Wide Open Water Pressure Differential, Ft. of Water
3. Motor Amperage and Voltage
4. Nameplate Information

END OF SECTION 23 05 93

**SECTION 23 07 00
MECHANICAL, INSULATION**

PART 1 - GENERAL

- 1.1** The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2** All equipment and materials for this project shall be purchased from and furnished to the contractor by the manufacturer's local representative for Mechanical Design, Inc. No submittals for equipment or materials will be received where the local representative has not originated the submittal data for this project. All non compliant submittals will be promptly rejected.
- 1.3 INSULATION**

All insulation material shall have a fire hazard classification not to exceed flame spread of 25 and smoke developed rating of 50, as listed by Underwriters Laboratories and acceptable under NFPA standards. This is to apply to the complete system and to the composite insulation with jacket or facings, vapor barrier, tapes, mastic and fittings.

1.4 INSULATION FIRM

All insulation work shall be performed by a franchised insulation firm. All insulation shall be installed in a workmanlike manner by qualified workers in the regular employ of the insulation firm.

1.5 SUBMITTALS

Provide shop drawings of all materials. Indicate "installed" insulation R-values and insulation thicknesses provided. Shop drawings shall include an outline on the insulation firm's company letter head stipulating what materials will be used with each system.

PART 2 - PRODUCT

2.1 DUCT INSULATION/LINER

- A. All ducts shall be insulated with flexible glass fiber blanket duct wrap except where noted to be double wall duct or otherwise specified.

PART 1 - Ducts located within the building thermal envelope: Insulation for sheet metal ducts shall be 2.33" thick Johns Manville Microlite XG commercial grade formaldehyde-free fiber glass duct wrap or equal. Insulation shall be .75lb. density (installed R-6.5 min) with FSK vapor barrier. Insulation shall meet the UL 25/50 smoke develop/flame spread requirements.

PART 2 - Ducts located outside the building thermal envelope: Insulation for sheet metal ducts shall be thick Johns Manville Microlite XG commercial grade formaldehyde-free fiber glass duct wrap or equal. Insulation shall be .75lb. density (installed R-8.3 min) with FSK vapor barrier. Insulation shall meet the UL 25/50 smoke develop/flame spread requirements. Provide an aluminum clad jacketing over rigid insulation. Slope horizontal insulation to prevent ponding.

- B. Acoustical duct liner shall be 1" thick Armacell Coilflex (R-4 min with EPA Registered Anti-microbial) closed cell liner.

- C. Ductwork shall be constructed as job progresses and not in advance to prevent damage to ductwork on site. Ductwork shall not be prefabricated more than 1 week in advance of installation.

2.2 PIPE INSULATION

- A. Flexible pipe insulation shall be Armaflex, or equal. Flexible pipe insulation and associated products shall meet flame and smoke rating listed in the "General" paragraph of this section of the specifications. Flexible pipe insulation adhesive shall be an air-drying contact adhesive for temperatures up to 220 degrees F, equal to Armaflex 520. Adhesive shall meet Military Specification MIL-A-24179A and Amend-2 as Type II, Class 1.
- B. Fiberglass pipe insulation shall be Owens-Corning one-piece heavy density fiberglass pipe insulation with the ASJ/SSL-II jacket.
- C. See Section 23 00 00 Mechanical, General for pipe markers and painting.

ART 3 – EXECUTION

3.1 INSULATION FIRM

- A. All insulation work shall be performed by a franchised insulation firm. All insulation shall be installed in a workmanlike manner by qualified workers in the regular employ of the insulation firm.

3.2 DUCT INSULATION

- A. All insulation work shall be performed by a franchised insulation firm. All insulation shall be installed in a workmanlike manner by qualified workers in the regular employ of the insulation firm.

3.3 DUCT INSULATION

- A. All insulation work shall be performed by a franchised insulation firm. All insulation shall be installed in a workmanlike manner by qualified workers in the regular employ of the insulation firm.
- B. All sheet metal supply and outdoor air ducts and fittings shall be insulated with 2" ductwrap except where specified otherwise herein. Adhere insulation on ducts to metal with 4" strips of insulation bonding adhesive at 8" centers. Secure insulation on ducts over 24" wide with weld pins and clip washers spaced not more than 15" o.c., to bottom of duct. Staple insulation at all seams with outward clinch staples and vapor sealed with a 3" piece of Glasfab coated completely with a flame retardant LEED approved mastic. This application also applies at connections to pre-insulated flexible ductwork. **Duct tape and pressure sensitive foil tapes will not be allowed.** Use of tapes will require complete removal and repair of duct insulation prior to re-sealing of joints and seams.
- C. Return air ducts located in mechanical rooms and extending above ceilings shall be lined with factory applied 1" closed cell acoustical ductliner.

3.4 PIPE INSULATION

- A. Hot and chilled water pipes 2-1/2" pipe size and larger concealed from view above ceilings shall be covered with 1-1/2" thick fiberglass pipe insulation. Hot/chilled water pipes 2" pipe size and smaller shall be covered with 1" thick fiberglass pipe insulation. Pipe insulation not employing the double adhesive, self-seal lap shall have the lap stapled 3" on center with outward clinching staples. Two coats of vapor sealing mastic shall then be applied over the staples. Cover fittings with PVC covers and inserts or use insulating cement and seal with mastic.

- B. Chilled pump volutes and air separators shall be insulated with equipment insulation. Seal with M1-102 lagging adhesive. Cover insulation with all service jacket.
- C. Condensate drain pipes shall be insulated with 1 " flexible pipe insulation. Slip insulation on prior to connection and seal all butt joints with adhesive. On tees and ells greater than 45 degrees, insulation shall be mitered and sealed with adhesive. Entire installation shall be in strict accordance with the manufacturer's recommended installation instructions.
- D. Chilled water and hot water piping shall be covered with U.L. Labeled 8 ounce cotton canvas and two coats of childers CP-52 lagging adhesive. Paint insulation per colors selected by Owner/Engineer.

3.5 HEAT TRACE TAPE

- A. Provide U.L. listed self-regulating heat trace tape as manufactured by Smith-Gates or approved equal. Heat trace tape shall be Trace-4, 4 watts/foot. Pipe and valves shall be spiral wrapped. Install heat trace tape in accordance with manufacturer's recommendations.
- B. Coordinate location of electrical connections with Division 16 prior to installation of heat trace tape.

END OF SECTION 23 07 00

**SECTION 23 21 13
PIPE FITTINGS AND VALVES**

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 Pipe and equipment locations shown are approximate. Exact location of equipment, pipes and chases to be determined prior to beginning work and coordinated with all other trades as approved by Engineer and determined in field, to avoid other pipes and maintain structural clearances. See section 23 00 00 for coordination requirements.
- 1.3 Piping to comply with best trade practice. Provide clearance between pipe and building structure so pipes can expand without damage to building structure.
- 1.4 Welding shall be done only by qualified welders certified by a recognized and approved local testing laboratory. Welding qualifications shall be in accordance with ANSI Standard Code for Pressure Piping. Welders shall have qualified within the past eighteen (18) months.
- 1.5 **FIRE STOPPING AND SMOKE SEALS**
 - A. All fire-stopping on this project shall be installed by a single source contractor. All penetrations through fire resistive construction shall be sealed in accordance with Section 07-8400. Products used for fire stopping shall be by the same manufacturer throughout the building for all trades.
 - B. The Mechanical Contractor shall be responsible for coordinating fire stopping and joint seals as required for the work in this section. Coordinate fire stopping work with the General Contractor and Construction Manager for all fire-stopping work.

PART 2 – PRODUCTS

2.1 HYDRONIC PIPING

- A. Hot and Chilled water mains 2 1/2" and larger shall be schedule 40 black steel with 150 psi black malleable fittings, weld type.
- B. Water mains 2" and smaller and condensate piping shall be type L copper with sweat fittings.

2.2 VALVES

- A. See Section 23 00 00 Mechanical, General for valve tagging.
- B. Valves shall be designed for a minimum of 150 psi working pressure. The manufacturer name and the working pressure to be cast on valve body.
- C. Valves shall be manufactured by Apollo, Milwaukee, Nibco, Pratt or approved equal.
- D. Gate valves shall be bronze bodied, non-rising stem. Provided extended stem for insulation thickness.
- E. Ball valves shall be two piece Class 150 designed for a minimum of 150 psi steam working pressure, 600 PSI non-shock cold water with large port, threaded or soldered type, chrome plated

ball, and blow-out proof stem. The manufacturer name and the working pressure to be cast on valve body. Provide with extended stem such that handle does not interfere with insulation.

- F. Butterfly valves shall be Class 150 designed for a minimum of 150 psi working pressure. Valves shall be lug type butterfly with cast iron body. Disc edge and liner shall be designed for low friction and tight seal. Disc shall be constructed of stainless steel ASTM A-743 gr. CF-8M. Liner shall be EPDM coated. Stem shall include a reinforcing EPDM bushing for low friction and stem-load support. Stem shall be triple sealed for low leakage with blowout-proof stem design.

2.3 AUTOMATIC AIR VENT

- A. Provide where shown on plans, a float actuated non-modulating high capacity air vent designed to purge free air from the system and provide positive shutoff at pressures up to 150 psig at a maximum temperature of 250 F. The design of the high capacity air vent shall prevent air from entering the system if system pressure should drop below atmospheric pressure. The high capacity air vent shall be pilot operated for intermittent purging of free air at pressures up to 2 psig during normal system operation, and diaphragm operated for full capacity purging of free air at pressures between 2 and 150 psig. The high capacity air vent shall be constructed of cast iron and fitted with components of type 313 stainless steel, brass, EPDM and silicone rubber.
- B. The high capacity air vent shall be ITT Bell & Gossett Model 107 or equal by Taco, Wheatley or approved equal.

2.4 CIRCUIT SETTERS

- A. Provide circuit setters where shown on drawings, with provisions for connecting a portable differential pressure meter. Each valve shall be provided with a performed polyurethane insulation jacket suitable for use on heating and cooling systems. Each unit shall be B&G Number CB Circuit Setter Plus or equal by Taco, Wheatley or approved equal.
- B. Circuit setters shall be sized for proper water flow control as recommended by the valve manufacturer. The water pressure drop shall not exceed 2 psi.

2.5 THERMOMETERS

- A. Thermometers shall be 9" scale, adjustable angle, red reading mercury provided with clear nonbreakable front. Case material shall be nonferrous cast aluminum construction and shall be provided with a brass well.
- B. Range shall be from 0-250 F.
- C. Thermometers shall be as manufactured by Terice, Weksler or approved equal.

2.6 PIPE HANGERS

- A. Provide oversized, galvanized pipe hangers over insulated piping. Install 18 gauge galvanized, shield between hanger and insulation. Ten inch long shield to extend 180 around the bottom of the insulated pipe.
- B. Hangers in mechanical room(s) housing pumps and all air handling unit rooms to have spring type vibration isolator of proper size to prevent transmission of noise and vibration to building. All hanger rods in mechanical rooms housing pumps and all air handling unit rooms shall be cadmium plated.

- C. Location and method of support subject to Engineer's approval. Threaded rods and supplementary steel to span structural supports to accommodate hangers is included in Division 23. Supplementary steel shall consist of galvanized angle or C-Channel of appropriate size to support the load and span between load points. Refer to structural drawings for attachment methods to building structure.

2.7 FLEXIBLE PIPE CONNECTIONS

Flexible EPDM connectors shall be used on all equipment as indicated on the drawings. They shall be manufactured of multiple plies of friction nylon tire cord with an EPDM cover and liner. No steel wire or rings shall be used as internal pressure reinforcement. Straight connectors shall have two spheres with a centered molded-in external ductile iron ring to maintain the two spherical shapes. Two inch and smaller sizes may have threaded ends. Floating flanges shall have a recess to lock the bead wire in the raised EPDM flanges. Twin sphere connectors shall have a minimum rating of 250 psi at 170 degrees F. and 165 psi at 250 degrees F. Certified safety factors shall be a nominal 4 to 1 with minimum acceptable test results of 3.6 to 1. Tests shall cover burst, flange leakage, extension without control rods and flange retention at 50% of burst pressure without control rods. Flexible pipe connections Superflex MFTFU or equal by Flex-Hose Inc.

2.8 PIPE SLEEVES AND ESCUTCHEONS

- A. Where pipes pass through masonry construction, install sleeves sized to allow 1/2" clearance entirely around the passing pipe and insulation. Install sleeves during construction of walls, ceilings, and floors. Extend vertical sleeves a minimum of 3" above finished floor. Install sleeves in a waterproof manner. Sleeves in bearing walls and floors to be made of schedule 40 steel pipe. Sleeves in other masonry or fire rated gypsum board walls to be made of 20 gauge galvanized steel. Provide copper sleeves for copper pipes.
- B. Provide one-piece chrome plated cast brass escutcheons where pipes pass through finished walls or floors.

2.9 AIR/DIRT SEPARATOR

- A. The air separator shall be of the in-the-pipe-line type with tangential openings for water in and out. The inside shall be specifically designed to create a low velocity vortex for the separation of free air from the water stream.
- B. The size of the air release tank shall be based on the line size of the pipe shown on the project drawings.
- C. The shell shall be constructed of carbon steel and shall be rated at 125 psi working pressure. The tank shall be constructed in accordance with the ASME Code for Unfired Pressure Vessels and shall be so certified and stamped.
- D. The tank shall be equipped with a 2" bottom drain and this drain shall be piped to the nearest open site drain. The drain line shall be equipped with a gate valve. Provide tank without strainer
- E. Air/Dirt separator shall be centrifugal type series Rolairtrol as manufactured by ITT Bell & Gossett or by Taco, or series WVA by Wessels Co, Wheatley, or Spirotherm.

2.10 CAPTIVE AIR TYPE EXPANSION TANK

- A. Provide captive air type expansion tank for hot and chilled water systems.
- B. Tank shall be pre-pressurized captive-air bladder type suitable for a maximum working pressure of 125 psi. Tank shall be constructed and certified to ASME Section VIII. Tank shall have a replaceable elastomeric bladder suitable for a maximum of 240F operating temperature. Tank shall have a integral steel base ring for base mounting.
- C. The volume of the tank noted on the drawings shall be the acceptance volume.
- D. Tank shall be manufactured by Bell & Gossett, Taco, Wheatley or approved equal.

2.11 PRESSURE INDEPENDENT CONTROL VALVES (PICV)

- A. The Chilled water and LCV Hot Water control valves shall be modulating, pressure independent. The valves shall be as manufactured by Flow Control Industries, Inc. or equal by Danfoss.
 - 1. Control valves shall be industrial quality and able to be fully rebuilt. Valves shall be designed to last 30 years. Balance valves shall not be required.
 - 2. Control valves shall be individually flow tested and factory verified to deviate no more than +/- 5% through the operating pressure range (5 psid minimum. A calibrated performance tag shall be provided with each valve that verifies the flow rate in 10° rotation increments from 0 to 100% rated flow.
 - 3. Control valve rangeability shall be 100:1 minimum.
 - 4. Valve bodies 2" and smaller shall be brass. Valve bodies 2-1/2" and larger shall be ductile iron. All internal parts shall be brass, carbon steel, stainless steel, or Teflon. Plastic internal parts will not be accepted.
 - 5. Valves shall have three factory installed pressure/temperature ports.
 - 6. Valve flow characteristics may be modified in valves 8" and smaller without removal from the piping system. All seats may be replaced in valves 3" and smaller without removal from the piping system.
 - 7. Actuators from Johnson Controls, Inc. shall be factory mounted. Actuator selection shall meet close-off requirements and have 1% resolution.
 - 8. Valves shall be warranted by the manufacturer for no less than a full five years from the date of purchase. The warranty provided by the actuator manufacturer shall apply to the actuators.

2.12 STRAINERS

- A. Strainers shall be Class 150 cast iron steel Y-type, flanged, screwed cap, SS screen with 20 micron perforations, and bottom blow-down and removable strainer cover.
- B. Strainers shall be Mueller or equal by Hoffman, Armstrong, Sarco, Trane, Jenkins, Grinnell, Watson McDaniel or approved equal.

PART 3 – EXECUTION

- 3.1 Run pipes parallel to walls and ceilings, using a few fittings consistent with required flexibility. Pipe penetrations shall be perpendicular to walls. Wherever pipes change size, use eccentric fittings.
- 3.2 Install manual air vents where pipe drops in direction of flow. Discharge shall be elbowed down for water collection.
- 3.3 Provide a union or a flange in ferrous pipes at each piece of equipment, control valve, etc. and as required to service and maintain equipment.
- 3.4 Provide dielectric unions where pipe of dissimilar materials are connected.
- 3.5 Support pipes two inch size and under by hangers not over 8 feet apart. Support pipes over two inch size by hangers not more than 12 feet apart.
- 3.6 Support vertical pipes by clamps not over 12 feet apart. Protect copper pipes by lead sleeves between pipes and clamps.

3.7 PIPING TESTS

- A. All piping installed shall be hydraulically tested as specified herein. Provide all equipment required to make the tests specified herein.
- B. Piping may be tested a section at a time in order to facilitate the construction.
- C. Fill the section of pipe to be tested with water and bring the section up to pressure with a test pump. These tests shall be conducted before any insulation is installed and any insulation installed prior to these tests shall be removed. Gauges used in the tests shall have been recently calibrated with a dead weight tester.
- D. All tests shall apply full test pressure to the piping for a minimum of 24 hours.
- E. All tests shall be conducted at 1.5 X's the operating pressure of the pipe installed or plus 50 PSI or at a minimum of 100 PSI whichever of these (3) values is higher. When schedule 40 or copper pipe is used, the test pressure shall be 150 pounds per square inch.
- F. When the test pressure has fallen over 5% during the 24 hour test period, the point of leakage shall be found, repaired and the test repeated. This procedure shall be followed until the piping system has met requirements above.

3.8 CHEMICAL CLEANING OF PIPES

- A. Furnish all labor and chemicals for the cleaning of pipes.
- B. Chemically clean all Condenser water, hot water and Condenser/hot water (dual temperature) piping systems with Mitco BL-5 (or equal), using 1 gallon for each 1000 gallons of system capacity to remove dirt, oil, grease, and other foreign contaminants. Drain off 25% of system water every two hours and recharge with water and Mitco BL-5. Circulate for six (6) hours or until all contaminants are removed.
- C. After cleaning, drain and flush all systems.

3.9 CHEMICAL TREATMENT OF WATER PIPING SYSTEMS

The hot water systems shall be chemically treated. Chemical Treatment shall be provided by:

Metro Group
Columbia, SC
(803) 695-8841

3.10 SEISMIC RESTRAINT OF PIPING

- A. Seismically restrain all piping with cable restraints as listed below:
 - 1. Restrain all piping located in boiler rooms and mechanical rooms 1-1/4 inches nominal diameter and larger.
 - 2. Restrain all pipes 2-1/2 inches nominal diameter and larger.
- B. Piping suspended by individual hangers 12 inches or less in length, as measured from the top of the pipe to the bottom of the support where the hanger is attached, need not be restrained.
- C. Transverse restraint shall be at 40 feet maximum except where a lesser spacing is required to limit pipe stress.
- D. Longitudinal restraints shall be at 80 feet maximum. In pipes where thermal expansion is a consideration, an anchor point may be used as the specified longitudinal restraint provided that it has a capacity equal to or greater than a longitudinal restraint. The longitudinal restraints and connections must be capable of resisting the additional force induced by expansion and contraction.
- E. For all gas piping, transverse restraint shall be at 20 feet maximum, and longitudinal restraint shall be at 40 feet maximum.
- F. Transverse restraints for one pipe section may also act as longitudinal restraints for a pipe section of the same size connected perpendicular to it if the restraint is installed within 24 inches of the elbow or tee.
- G. Branch lines may not be used to restrain main lines.

END OF SECTION 23 21 13

**SECTION 23 21 23
WATER CIRCULATING PUMPS**

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 Furnish and install base-mounted, flexible coupled, end-suction pumps with capacities as shown on plans. Pumps shall be base-mounted, single-stage, vertically split case design, capable of being serviced without disturbing piping connections.
- 1.3 Submit pump curves to shown specification compliance for each pump.
- 1.4 Pump shall be designed for complete back pull-out maintenance without disturbing piping connections.
- 1.5 Pumps shall be as manufactured by Bell and Gossett, or equal by Taco, Armstrong, Grundfos, or accepted equal.
- 1.6 **WARRANTY**
 - A. Provide manufacturer's parts warranty on the entire unit and all components contained within for two (2) years. The warranty period begins at issuance of certificate occupancy. The manufacturer must submit a written warranty agreeing to repair or replace components that fail in materials or workmanship within the specified warranty period. The warranty does not include parts associated with routine maintenance, such as belts, air filters, etc.
 - B. The manufacturer agrees to repair or replace components that fail in materials or workmanship within the specified warranty period. Provide all parts, labor, and appurtenances associated with repairs.

PART 2 – PRODUCTS

2.1 End Suction Pumps (B&G 1510 Series)

- A. Pump volute shall be Class 30 cast iron with integrally-cast pedestal support. The impeller shall be cast bronze, enclosed-type, dynamically balanced, keyed to the shaft and secured by a locking cap screw.
- B. The liquid cavity shall be sealed off at the pump shaft by an internally-flushed mechanical seal with ceramic seal seat of at least 98% alumina oxide content, and carbon seal ring, suitable for continuous operation at 225 deg. F. A replaceable bronze shaft sleeve shall completely cover the wetted area under the seal.
- C. Pumps shall be rated for minimum of 175 psi working pressure. Castings shall have gauge ports at nozzles and vent and drain ports at top and bottom of casting.
- D. Pump bearing housing assembly shall have heavy-duty greaseable ball bearings, and shall be replaceable without disturbing piping connections.
- E. Base plate shall be of structural steel or fabricated steel channel configuration fully enclosed at sides and ends, with securely welded cross members and fully open grouting area. Provide spacer couplings with ASHRAE complaint coupling guards on all pumps. Pumps shall be furnished with galvanized drain pans.

- F. The motor shall meet NEMA specifications and shall be the size, voltage and enclosure called for by the project requirements. Pump and motor shall be factory aligned. Motors shall be premium efficiency type inverter duty rated.
- G. Each pump shall be factory tested. It shall then be thoroughly factory cleaned and painted with at least one coat of high-grade machinery enamel prior to shipment.
- H. Provide base pumps with base frame.

PART 3 – EXECUTION

- 3.1 All pumps shall be installed in strict accordance with the recommendations of the manufacturer.
- 3.2 Each unit shall be checked and regulated for proper differential pressure, voltage and amperage draw. This data shall be noted on a permanent tag or label and fastened to the pump for owner's reference.
- 3.3 All pumps and motor bed plates shall be installed on an inertia pad and housekeeping concrete pad. The piping shall be arranged so that no weight of the piping is resting on the pump and so that no strain is placed on the pump. The pumps shall be placed in proper alignment and secured to the concrete pad before piping is connected. The pump installation, alignment, leveling and grouting in of the base shall be performed according to the recommendations of a qualified representative of the pump manufacturer and the manufacturer's written installation instructions.
- 3.4 Provide shims and anchors per manufacturer's instructions and as detailed/noted on the plans and details.
- 3.5 After mounting of pump and piping, prior to pump start-up, each pump shall be field aligned and checked by a qualified technician.
- 3.6 Trim impellers for optimum performance per manufacturer's written instructions for final balancing.

END OF SECTION 23 21 23

SECTION 23 82 19
MECHANICAL, BLOWER COIL UNITS

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 All equipment and materials for this project shall be purchased from and furnished to the contractor by the manufacturer's local representative for Mechanical Design, Inc. No submittals for equipment or materials will be received where the local representative has not originated the submittal data for this project. All non-compliant submittals will be promptly rejected.
- 1.3 **QUALITY ASSURANCE**
 - A. Unit designed and tested in compliance with AHRI 430 air delivery ratings per AHRI 430-2014.
 - B. Unit designed and tested in compliance with AHRI 260-2001.
- 1.4 **DELIVERY, STORAGE, AND HANDLING**
 - A. Deliver products to site on a shipping skid.
- 1.5 **PROTECTION OF EQUIPMENT**
 - A. Air handlers shall be stored indoors and protected from damage prior to installation. Weathered or damaged units will be rejected and replaced at the contractor's expense.
 - B. All air handlers shall shipped to the job site with ends sealed with plastic to prevent accumulation of dirt and debris. Plastic shall be removed only upon installation of units. All remaining openings shall be fully protected with plastic sealed until the unit is placed in operation. There are no exceptions. Air handlers not protected and installed in this manner will be rejected and replaced at the contractor's expense.
 - C. The Mechanical contractor shall provide temporary filters to maintain a clean system during temporary service. Filters shall cover openings with a minimum MERV 8 plus MERV-13 filter to protect the equipment from accumulation of organic material.

PART 2 – PRODUCTS

2.1 GENERAL

2.2 ACCEPTABLE MANUFACTURERS

- A. Blower Coils shall be Trane models as scheduled on the drawings or equal by Carrier, Daikin, JCI or accepted equal.

2.3 GENERAL UNIT DESCRIPTION

Manufacturer shall provide unit arranged for draw-through application. Unit layout and configuration shall be as defined in project plans and schedule. Blow-through is only acceptable when consideration is given to capturing downstream moisture carryover. Considerations include downstream moisture eliminators and/or extended blank modules with condensate drain pans.

2.4 UNIT CASING

- A. The entire air handler shall be constructed of galvanized steel. The removal of access panels shall not affect the structural integrity of the unit once the unit is installed. Contractor shall be responsible to provide connection flanges and all other framework that is needed to properly support the unit.
- B. Access panels shall be on both sides or front of the unit in all sections to allow easy access to drain pan, coil(s), motor, drive components and bearings for cleaning, inspection, and maintenance.
- C. Units shall ship as one or two modules completely factory-assembled including all coils, fans, motors, drives, dampers and filters.
- D. Access Panels: Removable access panels shall be provided on both sides or front of the unit to facilitate service access to drain pans, motors, drive components and bearings. Panels shall be gasketed. Access panel for filter removal shall be provided on both sides or front of the unit.
- E. Cabinet: Casing shall be manufactured of heavy gauge galvanized steel. All removable panels shall be gasketed to minimize air leakage.
- F. INSULATION - High density, foil-faced - Interior surface of unit casing shall be acoustically and thermally lined. Insulation shall be installed with adhesive. Insulation shall have a minimum R-Value of 4, shall be UL listed, and shall meet ASTM C 665 Bacteriological Standard requirements. The installation shall comply with NFPA90A and B requirements. All exposed edges shall be sealed to prevent erosion of fibers into the airstream. If edges of fiberglass insulation are exposed, the manufacturer shall be responsible for sealing exposed edges with mastic sealer to prevent erosion into the airstream.

2.5 COILS

- A. Install coils such that headers and return bends are enclosed by unit casing to ensure that if condensate forms on the header or return bends, it is captured by the drain pan under the coil.
- B. Coils shall be manufactured with plate fins to minimize water carryover and maximize airside thermal efficiency. Fin tube holes shall have drawn and belled collars to maintain consistent fin spacing to ensure performance and air pressure drop across the coil are as scheduled. Tubes shall be mechanically expanded and bonded to fin collars for maximum thermal conductivity. Use of soldering or tinning during the fin-to-tube bonding process is not acceptable due to the inherent thermal stress and possible loss of bonding at that joint.
- C. Construct coil casings of galvanized steel. End supports shall have belled tube holes to minimize wear of the tube wall during thermal expansion and contraction of the tube.
- D. Hydronic Coils
 - 1. Supply and return header connections shall be clearly labeled on outside of units such that direction of coil water-flow is counter to direction of unit air-flow
 - 2. Coils shall be proof tested to 450 psig and leak tested to 300 psig air pressure under water.
 - 3. Headers shall be constructed of round copper pipe.
 - 4. If unit is provided with 1/2 inch O.D. coils, the minimum tube wall thickness shall be 0.016 inch thick copper. If unit is provided with 3/8 inch O.D. coils, the minimum tube wall thickness shall be 0.014 inch thick copper. All fins shall be aluminum.

5. If coil connections are not on front of the unit, coils shall be capable of being rotated in the field for left or right hand connection.

2.6 DRAIN PAN

- A. Drain Pan(s) shall be constructed of corrosion resistant material. Acceptable materials include 304 stainless steel. Units with cooling coils shall have drain pans under complete cooling coil section that extend beyond the air-leaving side of the coil to ensure capture of all condensate in section.
- B. Drain pan manufacturer shall either insulate bottom of drain pan with closed cell foam or provide double wall internally insulated construction to eliminate bottom sweating.
- C. Drain pan shall be sloped in two planes, pitched toward drain connections to ensure complete condensate drainage when unit is installed level and trapped per manufacturer's installation instructions. Units without drain pans sloped in two planes shall coat drain pans with anti-microbial treatment. Drain pan(s) shall have main and auxiliary drain connections with auxiliary outlet higher than the main connection.
- D. Coil(s) shall be mounted above the drain pan to facilitate easy and complete inspection, cleaning and removal. Coil(s) may not sit in drain pan.
- E. On units not provided with factory installed internal drain trap, the drain pan shall be capable of being rotated in the field between right and left hand connections.

2.7 FANS

- A. Provide single-wheel, forward curved centrifugal fans as specified on the schedule.

2.8 MOTORS AND DRIVES

- A. All motors shall be factory-installed and run tested. To facilitate field replacement of motors, a removable fan inlet cone shall be provided on the drive side of the fan/motor assembly.
- B. Motor shall be PSC type.
- C. Fan motor shall have permanently lubricated and sealed bearings, protected by an internal thermal overload.
- D. Motors shall be selected to operate continuously at 104 F (40 C) ambient without tripping on overloads. Motors shall have a +/- 10 percent voltage utilization range to protect against voltage variation.
- E. Manufacturer shall provide for each fan a nameplate with the following information to assist air balance contractor in start-up and services personnel in maintenance:
 1. Fan motor part number
 2. Fan design RPM and motor HP

2.9 FILTERS

- A. Provide removable one or two inch thick Tri-Dek filters easily removable from either side of the unit. All units shall use standard filter sizes.

- B. Provide removable one or two inch thick Tri-Dek filters easily removable from a hinged access door from either top or bottom of the unit. All units shall use standard filter sizes.

2.10 CONTROLS

- A. Fan motor and end devices shall be wired back to a control box enclosure. A junction box shall be provided for single point power connection.
- B. The control package shall include the following at a minimum:
 - 1. 24 VAC transformer
 - 2. Disconnect switch (not included with electric heat)
 - 3. Low Temperature detection device
 - 4. Fan status switch
 - 5. Condensate overflow float switch
 - 6. Two-position control valve(s)
 - 7. Electric heat interface (if electric heat is ordered)
- C. Control Interface - Unit shall be factory run tested and end devices shall be factory wired to terminal strip in a external junction box and tested for wiring continuity.

PART 3 - EXECUTION

3.1 EXAMINATION

Verify that surfaces are ready to receive work and opening dimensions are as

3.2 INSTALLATION

- A. Provide units with shut-off valve on supply and lock shield balancing valve on return piping if factory packages are not factory provided.
- B. Mount air handling units on 6" base rail as shown on the drawings.
- C. Provide vibration isolators under support points per ASHRAE of each unit.
- D. Provide flexible duct connectors at supply and outside air duct connections and at all pipe connections on units not internally isolated. Flexible duct connectors shall conform to NFPA 90A.
- E. Pipe coils per detail on drawings.
- F. Install all blower coil units per manufacturer's written installation instructions.

END OF SECTION 23 82 19

SECTION 25 55 00
MECHANICAL; HVAC, AUTOMATIC TEMPERATURE CONTROLS

PART 1 - GENERAL

- 1.1 The provisions of the GENERAL CONDITIONS OF THE CONTRACT, the SUPPLEMENTARY CONDITIONS, and Section 23 00 00 Mechanical General of the Specifications, apply to the work under this Section to the same extent as if fully included herein.
- 1.2 The Temperature Controls and Building Management System Hardware will be furnished under this contract. All controls equipment shall be Siemens to match the existing system. Approved contractors to bid this project are:
- 1.3 Control Management, Inc.
3101 Carlisle Street
Columbia, SC., 29205
(803) 765-9070
- 1.4 The mechanical contractor shall coordinate closely with the control's contractor and electrical contractor in order to insure a complete and operating system.
- 1.5 **SUBMITTALS/DRAWING**
 - A. The Control System Contractor shall submit prior to installation a set of installation drawings and control strategies for review by the consultant and/or owner's representative. These drawings shall include the physical location of building control system equipment and system architecture. The complete sequence of operation of the control system shall be provided.
 - B. Upon System completion of the installation and final system adjustment, the Control Contractor shall provide a full set of as-built drawings of the installation and the control strategies.
 - C. Framed control diagrams shall be mounted on the wall inside the appropriate mechanical room.
- 1.6 **WARRANTY:**
 - A. The entire control system shall be installed by the control system contractor and warranty of defects and shall include required repair for one year after substantial completion.
 - B. The entire building shall be controlled by a direct digital control (DDC) system. The DDC system and all associated components shall carry a warranty on labor and materials from date of acceptance by the Owner. Any equipment, software or labor found to be defective during this period shall be repaired or replaced without expense to the Owner subject to the conditions listed in the AIA A201 General Conditions, Section 3.5. Provide Owner operation support at no additional expense during the warranty period.
- 1.7 Motor starters shall be furnished by the mechanical contractor and turned over to the electrical contractor for mounting and power connections through starter to motor. The contractor shall furnish starters, disconnects or combination starter/disconnects as shown on the electrical drawings. Refer to the electrical drawings for the type required for each piece of equipment. Mounting and wiring of starters including wiring to equipment shall be provided under electrical section of the specifications

PART 2 – PRODUCTS

2.1 CONTROL AND INTERLOCK WIRING:

- A. All electrical work required under this section of specifications shall comply with the latest National Electrical Code. Control system power supply shall be served by a separate breaker and fused in control center for secondary protection.
- B. All control wiring shall be run in rigid conduit below grade or, on outdoor installation. All control wiring in walls or above the ceiling (or in equipment rooms where permitted by electrical specifications) shall be run in galvanized EMT. PLENUM CABLE WILL NOT BE ACCEPTED.
- C. Control wiring shall be color coded #16 TFF of TFFN wire with 600 volt insulation. Run all wiring between terminal points without changing color. Color code of control wiring shall be as indicated on control wiring diagram. Multi-conductor thermostat cable will not be acceptable.

2.2 TRAINING/OWNER'S INSTRUCTION

The Control System Contractor shall provide two copies of an operator's manual describing all operating and routine maintenance service procedures to be used with the system. The Control System Contractor shall instruct the Owner's designated representatives in these procedures during the start-up and test period. These instructions are to be conducted during normal working hours.

2.3 TELECOMMUNICATIONS CAPABILITIES

A telecommunications interface shall be furnished as necessary to allow direct connection of the Building Management and Control System to public and private phone lines. The telecommunications interface shall have automatic answer capabilities to allow it to be accessed from a remote control computer or terminal with modem. The interface unit shall be able to allow the person calling access to any information on the network, provided that the standard log-on security screening is met.

2.4 EXECUTIVE PROCESSOR (EP2)

- A. The executive processor can be installed in any convenient location in the building. The processor will gather all "global" information for distribution to the field control modules. The processor will meet the following requirements:
 - 1. All communications between the central processor and the field control modules will be done by means of direct digital control (DDC) and will comply with the limits for Class A and Class B computing device pursuant to Subpart J of Part 15 of FCC rules. All communications will be half-duplex, binary-encoded using proprietary protocol, with the executive processor continuously polling the field control modules using cyclic redundancy checking for error detection and correction. In the event communications is lost, the field control modules will be capable of "stand alone" control or will go to default control values.
 - 2. All communications between the executive processor and central operator computer will conform to EIA standard RS-232-C and ANSI standard X3.4/(ASCII). Communications will be via direct connection to processor communication port or connection of optional full-duplex Bell 103 or 212 compatible modems. Transmission rate will be software selectable to 110, 300, 600, or 1200 bps. Local communications will be password protected with three levels of access. The first level will allow status interrogation only. The second level will allow temporary changes to schedules and setpoints in addition to status interrogation. The third level will allow permanent changes to all parameters.

3. The executive processor will gather, process and distribute all global information as required by field control modules. This global information will be as follows:

- (1) Outdoor Air Temperature
- (2) Zone Temperatures
- (3) Electrical KW Usage
- (4) Temperature Drift Alarms
- (5) Status of all Control Outputs

This global information will initiate software defined sub-routines within the executive processor. These "event" programs will be user defined, limited or expanded to control all field control modules.

4. The executive processor will maintain, update and communicate resident programs to all field control modules. These resident programs will be battery backed up for a minimum of 90 days and will require no operator interface to resume control functions following a power outage. The resident programs will consist of the following:

- (1) Time of Day and Holiday Scheduling:

Provide group and individual schedules for each of the field control modules. This schedule will provide a minimum of three (3) on-off periods per day and up to 16 holidays of any number of consecutive days.

- (2) Electric Demand Limit:

The demand control program will contain a load shed register with two (2) levels of priority assignments. Demand peak will be limited by shedding zones. Control will be based on 30 second integration of demand, the rate of increase or decrease and the historic effects of load shedding and restoring. Minimum on-times, minimum off-times, maximum off-times, and room temperature discomfort thresholds will be part of the demand limit program. Pulse meter to be furnished and installed by Local Power Company and paid for by the vendor.

- (3) Optimized Start/Stop:

Morning start and afternoon stop times will be adjusted by the optimum start/stop program. Each zone will have an individual program and individual setback/setup temperature. Local override will be possible in each zone to restore the zone to setup temperatures. Optimized start and stop times along with recovery and thermal coefficients will be updated daily and stored in a data log.

- (4) Data Logs:

The central processor will gather and store all data log information. These logs will reside in the battery backed up memory and can be accessed locally or transferred to a remote terminal. A separate log will be maintained for each of the following:

- (a) Alarms
- (b) Zone temperatures
- (c) Optimized start/stop times
- (d) Run times for all equipment
- (e) Percentage activation of control parameters
- (f) Power Consumption and Peak Demand

2.5 INPUT-OUTPUT MODULE

- A. The IOM will be a complete stand-alone controller and will operate on default values if communication is lost with the executive processor. The control action will be PID (proportional-integral-derivative). The IOM will also contain the resident program and data acquisition for optimum start/stop, run time logs and timed override logs. Alarms will be reported to the central processor for temperature drift limit, communications problems or user definable inputs.
- B. All setpoint and function adjustments will be made at the central processor. No adjustment will be possible at the IOM other than initiation of the timed override function.
- C. The IOM will provide eight (8) control outputs that will be user definable and will be either digital or analog.
- D. The IOM will provide eight (8) control inputs that will be user definable and will be either digital or analog.
- E. Any input can be sequenced to an output or linked to any other control point in the system.
- F. The IOM will have "on-off-auto" switches to override any output for manual operation.
- G. Analog inputs will accept proportional 4-20 milliampere current signals from external 2-wire sensor/transducer. Digital inputs will be software selectable for dry contact closures or digital pulse accumulation.
- H. Analog outputs will employ a selectable range from 4-20 milliamps, 1-5 volts dc or 2-10 volts dc. Digital outputs will be software selectable to produce either held or momentary contacts or employ the use of PWM (pulse width modulation) for positioning.
- I. Status lights will provide confirmation of system communications, function and output status.

2.6 ELECTRONIC THERMOSTAT MODULES

- A. The ETM will be a complete stand alone controller and will operate on default values if communications is lost with the central processor. The control action will be PID (proportional-integral-derivative). The ETM will also contain the resident program and data acquisition for optimum start/stop, run time logs and timed override logs. Alarm will be reported to the central processor for temperature driftlimit problems.
- B. All setpoint and function adjustments will be made at the central processor. No adjustments will be possible at the ETM other than to initiate the timed override circuit.
- C. Status lights will provide confirmation of system communications, function and output status.

2.7 VARIABLE FREQUENCY DRIVE

- A. The variable frequency drives (VFD's) shall be solid state, with a Pulse Width Modulated (PWM) output waveform (VVI, six-step, and current source drives are not acceptable). The VFD package as specified herein shall be enclosed in a NEMA 1 enclosure, completely assembled and tested by the manufacturer. The VFD shall employ a full wave rectifier (to prevent input line notching), DC Line Reactor, capacitors, and Insulated Gate Bipolar Transistors (IGBT's) as the output switching device (SCR's, GTO's and Darlington transistors are not acceptable). The drive efficiency shall be 97% or better at full speed and full load. Fundamental power factor shall be 0.98 at all speeds and loads.

B. All VFD's shall have the following standard features:

1. All VFD's shall have the same customer interface, including digital display, keypad and customer connections; regardless of horsepower rating. The keypad is to be used for local control (start/stop, forward/reverse, and speed adjust), for setting all parameters, and for stepping through the displays and menus.
2. The VFD shall give the user the option of either (1) displaying a fault, or (2) running at a programmable preset speed if the input reference (4-20mA or 2-10V) is lost; as selected by the user.
3. The VFD's shall utilize plain English digital display (code numbers are not acceptable). The digital display shall be a 40-character (2 line x 20 characters/line) LCD display. The LCD shall be backlit to provide easy viewing in any light condition. The contrast should be adjustable to optimize viewing at any angle. All set-up parameters, indications, faults, warnings and other information must be displayed in words to allow the user to understand what is being displayed without the use of a manual or cross-reference table.
4. The VFD's shall utilize pre-programmed application macro's specifically designed to facilitate start-up. The Application Macros shall provide one command to reprogram all parameters and customer interfaces for a particular application to reduce programming time.
5. The VFD shall have the ability to automatically restart after an over current, over voltage, under voltage, or loss of input signal protective trip. The number of restart attempts, trial time, and time between reset attempts shall be programmable. If the time between reset attempts is greater than zero, the time remaining until reset occurs shall count down on the display to warn an operator that a restart will occur.
6. The VFD shall be capable of starting into a rotating load (forward or reverse) and accelerate or decelerate to setpoint without safety tripping or component damage (flying start).
7. The VFD shall be equipped with an automatic extended power loss ride-through circuit which will utilize the inertia of the load to keep the drive powered. Minimum power loss ride-through shall be one-cycle, based on full load and no inertia. Removing power from the motor is not an acceptable method of increasing power loss ride-through.
8. The customer terminal strip shall be isolated from the line and ground.
 - (1) Rewired 2-position Off-Auto switch and speed potentiometer. When in "Off", the VFD will be stopped. When in "Auto", the VFD will start via an external contact closure, and its speed will be controlled via an external speed reference.

C. All VFD's to have the following adjustments:

1. Five (5) programmable critical frequency lockout ranges to prevent the VFD from continuously operating at an unstable speed.
2. PI Setpoint controller shall be standard in the drive, allowing a pressure or flow signal to be connected to the VFD, using the microprocessor in the VFD for the closed loop control.
3. Two (2) programmable analog inputs shall accept a current or voltage signal for speed reference, or for reference and actual signals for PI controller. Analog inputs shall include a filter; programmable from 0.01 to 10 seconds to remove any oscillation in the input signal. The minimum and maximum values (gain and offset) shall be adjustable within the range of 0 - 20 mA and 0 - 10 Volts. Additionally, the reference must be able to be scaled so that maximum reference can represent a frequency less than 60 Hz, without lowering the drive maximum frequency below 60 Hz.
4. Six (6) programmable digital inputs for maximum flexibility in interfacing with external devices.
5. Two (2) programmable analog outputs proportional to Frequency, Motor Speed, Output Voltage, Output Current, Motor Torque, Motor Power, DC Bus voltage, or Active Reference.
6. Three (3) programmable digital relay outputs. The relays shall be rated for maximum switching current 8 amps at 24 VDC and 0.4 amps at 250 VAC; Maximum voltage 300 VDC and 250 VAC; Continuous current rating 2 amps RMS. Outputs must be true form C type contacts; open collector outputs are not acceptable.
7. Seven (7) programmable preset speeds.

8. Two independently adjustable accel and decel ramps. These ramp times shall be adjustable from 1 to 1800 seconds.
 9. The VFD shall Ramp or Coast to a stop, as selected by the user.
- D. The following operating information displays shall be standard on the VFD digital display. The display shall be in complete English words (alpha-numeric codes are not acceptable):
- Output Frequency
 - Motor Speed (RPM, % or Engineering units)
 - Motor Current
 - Calculated Motor Torque
 - Calculated Motor Power
 - DC Bus Voltage
 - Output Voltage
 - Heatsink Temperature
 - Analog Input Values
 - Keypad Reference Values
 - Elapsed Time Meter
 - kWh meter
- E. Accessories to be furnished and mounted by the drive manufacturer.
1. Customer Interlock Terminal Strip - provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external interlocks and start/stop contacts shall remain fully functional whether the drive is in Hand, Auto or Bypass.
 2. All wires to be individually numbered at both ends for ease of troubleshooting.
 3. Door interlocked thermal magnetic circuit breaker which will disconnect all input power from the drive and all internally mounted options. The disconnect handle shall be thru-the-door type, and be padlockable in the "Off" position.
 4. Manual transfer to line power via contactors. Include motor thermal overload and fuse or circuit breaker protection while in bypass operation. A three position selector switch to control the bypass contactor and the drive output contactor is to be mounted on the enclosure door. When in the "Normal" mode, the bypass contactor is open and the drive output contactor is closed. In the "Test" position both contactors are open, and in the "Bypass" position, the drive output contactor is open, and the bypass contactor is closed. The drive output contactor shall also open when a stop command is given, isolating the motor from the drive. Start/stop signals and safety interlocks will work in drive and bypass modes. Pilot lights shall be provided for indication of "Normal" operation, "Bypass" operation, and "External Fault". All pilot lights shall be push-to-test type.
 5. Service contactor (drive input contactor) which provides the ability to service the drive (electrically isolate the drive while in bypass operation without having to remove power from the motor). The service contactor shall open when the drive is switched to bypass, and also be controlled by a switch which is mounted inside the drive enclosure so that its access is limited to service personnel only.
 6. A class 20 bimetallic thermal motor overload relay shall be provided to protect the motor in bypass.
 7. 3 - 15 PSI pneumatic speed reference shall be via direct connection to the VFD, without the use of external pressure to electrical transducers. A connector outside the VFD enclosure shall be provided for connection of pneumatic tubing.
 8. The VFD shall have a manual speed potentiometer in addition to using the keypad as a means of controlling speed manually.
 9. The drive shall have 12-pulse drive isolation transformers for maximum harmonics attenuation.
 10. The drive manufacturer shall do a model harmonic simulation to determine harmonic distortion.

11. All drives regardless of size/voltage should have an isolated manual bypass contactor with overload.
12. Door interlocked fusible disconnect that will disconnect all input power from the drive and all internally mounted options. The fusible disconnect handle shall be through-the-door type, and be pad lockable in the off position.
13. Customer Interlock Terminal Strip - provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external safety interlocks shall remain fully functional whether the system is in Hand, Auto, or Bypass modes (not functional in Fireman's Override 2). The remote start/stop contact shall operate in VFD and bypass modes.
14. All drives shall have installed pilot lights for "Run, Stop, Power On, Fault, and ASD Mode".
15. All drives shall have communication cards installed to communicate with the building temperature control.

F. Drives shall be **ABB** or approved equal.

PART 3 – EXECUTION

3.1 SEQUENCES OF OPERATION

A. Blower Coils

1. A unit controller shall be provided for each unit. The controller shall enable the unit for operation according to its individual occupied/unoccupied schedule. The controller shall control the unit stages of heating, VFD and cooling sequence to maintain the space temperature set points. Supply air temperature shall be 55°F (adjustable); the maximum shall be 110°F (adjustable). Provide a PID program and time delays as required to prevent cycling of controls.
2. Fan controls shall be as follows:

Unoccupied - Fans shall cycle as required to maintain space setpoints
Occupied – Fans shall operate continuously during occupied hours
3. Units with ECM fans or VFDs - A room temperature sensor located in the space shall modulate the fan speed based on a deviation from set point to maintain space temperature.
4. When commanded to change over to the Occupied Mode, the unit controller shall enable unit operation to a pre-determined heating/cooling set point (adj). Provide a custom program in the BC controller for occupied control:
5. Occupied - The BC will be enabled to operate at the pre-determined heating/cooling setpoint (adj) and the fresh air damper will modulate from zero to setpoint. The fan shall operate continuous or cycle with heating/cooling as selected in the EMS system. For areas with CO2 controls, provide DCV modulation of outside air damper.
6. When commanded to change over to the Unoccupied Mode, the unit controller shall raise the cooling set point and lower the heating set point to an operator determined value (adj). Provide a custom program in the BC controller for unoccupied control:
7. Unoccupied - The BC will stop, and the fresh air unit associated with the zone will stop. A drop in temperature below the unoccupied set point of the room thermostat will initiate a night cycle program to maintain setting. A rise in temperature above the unoccupied high limit will initiate a night cycle program to maintain setting.

8. During the Unoccupied Mode, the unit controller may be reset to the Occupied Mode for an operator determined time period. This reset shall be activated by a signal from a local override switch on the room temperature sensor or by command from the EMS. At the end of the operator determined time period, the equipment controller shall return to the Unoccupied Mode.
9. If no call for cooling is active and a rise in space humidity above setpoint 60%RH (adj.) is detected the BC controller shall initiate a dehumidification sequence. The chilled water control valve shall modulate open and the hot water control valve shall modulate to maintain the space temperature heating set point.

B. Pumps

1. Boiler (Primary) water pumps shall be controlled by the boiler sequence.
2. Building (Secondary) chilled water and hot water pumps shall be started by the central BMS when any zone is calling for heat. The pumps shall be indexed for lead/standby operation through the BMS. Provide a sequence to operate pumps in a manner to equalize the runtime on each pump.
3. A pressure sensor shall be provided in the main chilled water and hot water loops located in Mechanical Room B135 to measure system pressure as system two-way control valves close and allow the VFD to control the secondary pump speed.
4. The standby Chilled Water and Hot Water pumps shall be started whenever the lead pump fails to operate.

C. CHILLER

1. The chilled water system shall be enabled to operate when the outside air temperature is above 55°F(adj), or when at least one air handler requiring chilled water is indicated to be operational.
2. The primary chilled water pumps, and the associated air-cooled chiller shall be started by the EMS on a lead lag basis. EMS controls shall prevent both chillers from starting simultaneously. The EMS shall have adequate time delays and PID loops to prevent rapid cycling.
3. The chiller discharge water temperature from the chillers shall be controlled by the chiller controls. The Energy Management System shall send a chilled water supply temperature setpoint command to the chiller control panels. The setpoint shall be capable of being reset from 45°F, chilled water supply temperature, at 85°F, outside air temperature, to 55°F, chilled water supply temperature, at 55°F, outside air temperature. The initial setpoint for the chilled water supply temperature shall be 45°F.
4. In addition to the sequence noted above, the BAS shall monitor the following digital and analog input points:
 - (1) Chiller Faults for each chiller.
 - (2) Chiller Run Status for each chiller
 - (3) Chilled Water Supply and Return Temperatures
 - (4) Primary Chilled Water Temperatures for each chiller

D. BOILERS

1. The boilers shall be enabled to run whenever there is a call for heat or the outdoor air temp is below 55F (adj.).
2. The boiler start sequence, lead/lag controls, and discharge temperature shall be controlled by the boiler management panel. The heating water supply temperature setpoint shall be capable of being reset remotely from 140°F heating supply water temperature at 40°F outside air temperature to 110°F heating supply water temperature at 60°F outside air temperature. The initial fixed setpoint for the heating supply water temperature shall be 140°F. An alarm signal shall be sent to the Energy Management System if the heating supply water temperature drops below 100°F
3. The Energy Management System will generate an alarm if any boiler through the boiler management control panel indicates an alarm.

3.2 HARDWARE INSTALLATION

- A. Provision of a voice-grade telephone line and a phone terminal is the Owner's responsibility. The Contractor shall be responsible for communication wiring between the phone terminal and the modem/Gateway.

B. Wiring

1. Install all power and communication wires to/from Control modules.
2. Install wires for the room temperature sensors, from sensor to the appropriate control module.
3. Install all sensing devices and the wiring to module.
4. Install all control and monitoring wiring.
5. Wire and terminate CMs for each piece of equipment.

- C. Provide immersion wells, pressure tapping, and any associated shut-off cocks.

- D. Provide all in-line devices, such as flow meters, flow switches, and control valves.

- 3.3 Provide automatic shutdown of kitchen exhaust and make up air fans in accordance with NFPA complete and ready for use.
- 3.4 Thermostats and other operable devices accessible to the public or faculty shall be mounted at ADA heights per ANSI.

3.5 CERTIFICATION

Furnish to engineer two copies of certifications signed by authorized representative that:

- A. Control system has been checked-out and operates according to drawings and specifications.
- B. All controls are warranted unconditionally for one year from date of acceptance and will be repaired for this period free of charge.
- C. Maintenance personnel or responsible party has been instructed as to the operation of control system.

3.6 DEMONSTRATION

The contractor shall provide a demonstration of the system hardware and software for the school district within 60 days of contract award. The presentation shall include mock-up control of equipment and all other functions as specified. The presentation shall be coordinated through the Mechanical Engineer and will be held at the convenience of the school district.

END OF SECTION 25 55 00

**SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL**

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, materials, equipment and supervision to construct complete and operable electrical systems as indicated on the drawings and specified herein.
- B. All materials and equipment used shall be new, undamaged and free from any defects.

1.2 RELATED DOCUMENTS AND OTHER INFORMATION

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the portions of work specified in each and every Section, individually and collectively.

1.3 PRODUCT WARRANTIES

- A. Provide manufacturer's standard printed commitment in reference to a specific product and normal application, stating that certain acts of restitution will be performed for the Purchaser or Owner by the manufacturer, when and if the product fails within certain operational conditions and time limits. Where the warranty requirements of a specific specification section exceeds the manufacturer's standard warranty, the more stringent requirements will apply and modified manufacturer's warranty shall be provided. In no case shall the manufacturer's warranty be less than one (1) year from the date of substantial completion.
 - 1. Where manufacturer's warranty lists a start date of PO or date of ship, contractor shall purchase extended warranty to ensure warranty period extends to a minimum of 1 year after date of substantial completion.

1.4 PRODUCT SUBSTITUTIONS

- A. General: Materials specified by manufacturer's name shall be used unless prior approval of an alternate is given by addenda. Requests for substitutions must be received in the office of the Architect at least 10 days prior to opening of bids.

1.5 SUBMITTAL REQUIREMENTS

- A. Submit for review by the Engineer Architect a schedule with engineering data of materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive materials, i.e., catalog sheets, product data sheets, diagrams, performance curves and charts published by the manufacturer, warranties, etc., to show conformance to Specifications and Plan requirements; model numbers alone shall not be acceptable. Data submitted for review shall contain all information to indicate compliance with Contract Documents. Complete electrical characteristics shall be provided for all equipment. Submittals for lighting fixtures shall include Photometric Data. The Engineer reserves the right to require samples of any equipment to be submitted for review.
- B. The purpose of shop drawing review is to demonstrate to the Architect that the Contractor understands the design concept. The Architect's review of such drawings, schedules, or cuts shall not relieve the Contractor from responsibility for deviations from the drawings or specifications unless he has, in writing, called the Architect's attention to such deviation at the time of submission, and received written permission from the Architect for such deviations.
- C. Where cut sheets include an entire product family, mark all specific items to be utilized for

this project on equipment cut sheets. Generic cut sheets with no indication of which items on the cut sheet shall be used will be rejected.

- D. Response to Submittals: Shop drawings shall be noted with the following classifications:
1. "Reviewed": No corrections, no marks. Contractor shall submit copies for distribution.
 2. "Provide as Corrected": A few minor corrections. Items may be ordered as marked up without further resubmission. Submit shall submit copies for distribution. Formally correct prior to submitting O&M manuals.
 3. "Revise and Resubmit": Minor corrections. Items may be ordered at the Contractor's option. Contractor shall resubmit documents with corrections noted.
 4. "Rejected": Major corrections required or not in accordance with the contract documents. Contractor shall correct and resubmit documents.

1.6 ELECTRICAL DRAWINGS

- A. Electrical contract drawings are diagrammatic and indicate the general arrangement of electrical equipment. Do not scale electrical plans. Obtain all dimensions from the Architect's dimensioned drawings and field measurements. The Contractor shall review Architectural plans for door swings and built-in equipment; conditions indicated on those plans shall govern for this work.
- B. Coordinate installation of electrical equipment with the structural and mechanical equipment and access thereto. Coordinate exterior electrical work with civil and landscaping work.
- C. Discrepancies shown on different drawings, between drawings and specifications or between documents and field conditions shall be installed to provide the better quality or greater quantity of work; or, comply with the more stringent requirement; either or both in accordance with the A/E's interpretation.

1.7 SUBMITTALS – GENERAL ELECTRICAL

- A. Electrical coordination drawings shall be provided as described below:
1. Electrical Rooms: Provide layouts of all electrical rooms using the dimensions of equipment and accessories actually furnished. Locate all ducts and piping entering or crossing these spaces.
 2. Feeders over 100 Amps: The routing of main feeders is not shown on the drawings. Actual routing shall be determined by the contractor in accordance with the specifications and shall be coordinated with work by other trades. For underground lines, show all utility crossings.
 3. Drawings Format: Drawings shall be prepared at a scale of no less than 1/16"=1'-0" for feeder routes and 1/4"=1'-0" for electrical rooms / equipment yards. Drawing shall be titled to define Project Name, Drawing subject and date prepared. Drawings are to be prepared in AutoCAD or compatible software.
- B. Firestopping Submittals shall be provided for each proposed system type prior to installation. Submittal shall include the following:
1. Firestopping Materials
 2. Firestopping Installation Drawings for each conduit penetration, cable in metal sleeve penetration, and blank metal sleeve penetration for each type of wall / floor construction encountered.
 3. Provide fire rated "putty-pads" on all electrical boxes in fire rated partitions.

1.8 SYSTEMS REQUIRING ROUGH-IN

- A. Rough-in shall consist of all outlet boxes/raceway systems/supports and sleeves required for

the installation of cables/devices by other Divisions and by the Owner. It shall be the responsibility of this Contractor to determine the requirements by reviewing the contract documents and meeting with the Superintendent of the trade involved and Owner's representative to review submittal data, shop drawings, etc.

- B. Sealing of all sleeves, to meet the fire rating of the assembly, whether active or not, is work of this Division.

1.9 EXISTING SERVICES AND FACILITIES

- A. Damage to Existing Services: Existing services and facilities damaged by the Contractor through negligence or through use of faulty materials or workmanship shall be promptly repaired, replaced, or otherwise restored to previous conditions by the Contractor without additional cost to the Owner.
- B. Interruption of Services: Interruptions of services necessary for connection to or modification of existing systems or facilities shall occur only at prearranged times approved by the Owner. Interruptions shall only occur after the provision of all temporary work and the availability of adequate labor and materials will assure that the duration of the interruption will not exceed the time agreed upon.
- C. Removed Materials: Existing materials made unnecessary by the new installation shall be stored on site. They shall remain the property of the Owner and shall be stored at a location and in a manner as directed by the Owner. If classified by the Owner's authorized representative as unsuitable for further use, the material shall become the property of the Contractor and shall be removed from the site at no additional cost to the owner.
- D. Contractor shall review drawings for all trades for coordination with existing conditions. Contractor shall be responsible for routing of underground raceways and coordinate with GC and other trades for cutting and repair of existing slabs, parking areas, sidewalks, sheetrock and/or plaster walls, etc.
- E. Contractor shall be responsible for coordinating with contract documents and other trades for routing of ducts, pipes, cable-tray and other components with existing conditions. Contractor shall be responsible for field verifying source of raceways and cabling that are in conflict regardless of whether they serve devices in the area of work or not. The relocation of these raceways to assist in avoiding these conflicts shall also be included at no additional cost to the owner.
- F. Contractor shall protect all existing low-voltage cabling from damage. If conflicts arise, contact architect immediately to determine status of cabling. Existing cabling that is damaged during construction shall be replaced by the contractor.

PART 2 - PRODUCTS

2.1 FIRESTOPPING:

- A. A firestop system shall be used to seal penetrations of electrical conduits and cables through fire-rated partitions per NEC 300.21, and NEC 800.26. The firestop system shall be qualified by formal performance testing in accordance with ASTM E-814, or UL 1479.
- B. The firestop system shall consist of a fire-rated caulk type substance and a high temperature fiber insulation. It shall be permanently flexible, waterproof, non-toxic, smoke and gas tight and have a high adhesion to all solids so damming is not required. Only metal conduit shall be used in conjunction with this system to penetrate fire rated partitions. Install in strict compliance

with manufacturer's recommendations. 3M or approved equal.

- C. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- D. Comply with BICSI TDMM, "Firestopping Systems" Article.

PART 3 - EXECUTION

3.1 PRODUCT INSTALLATION, GENERAL

- A. Except where more stringent requirements are indicated, comply with the product manufacturer's installation instructions and recommendations, including handling, anchorage, assembly, connections, cleaning and testing, charging, lubrication, startup, test operation and shut-down of operating equipment. Consult with manufacturer's technical experts, for specific instructions on unique product conditions and unforeseen problems.
- B. Protection and Identification: Deliver products to project properly identified with names, models numbers, types, grades, compliance labels and similar information needed for distinct identifications; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior storage.
- C. Permits and Tests: Provide labor, material and equipment to perform all tests required by the governing agencies and submit a record of all tests to the Owner or his representative. Notify the Architect five days in advance of any testing.
- D. Install temporary protective covers over equipment enclosures, outlet boxes and similar items after interiors, conductors, devices, etc. are installed, to prevent the entry of construction debris and to protect the installation during finish work performed by others. Do not install device plates, equipment covers or trims until finish work is complete.
- E. Clean all equipment, inside and out, upon completion of the work. Scratched or marred surfaces shall be touched-up with touch-up paint furnished by the equipment manufacturer.
- F. Replace all equipment and materials that become damaged.
- G. No more than three phase conductors, each of opposite phases for a three phase WYE system, shall be combined in a single raceway unless written approval is granted by the engineer or noted otherwise on the construction documents. 120 volt and 277 volt receptacle and lighting circuits are except from this requirement, but must meet the requirements of the NEC.
- H. Shared neutrals shall not be utilized (including, but not limited to homeruns) unless written permission is obtained from the Engineer for a specific application.

3.2 EQUIPMENT PROTECTION

- A. Equipment and materials shall be protected during shipment and storage against physical damage, vermin, dirt, corrosive substances, fumes, moisture, cold and rain.
- B. Store equipment indoors in clean dry space with uniform temperature to prevent condensation. Equipment shall include but not be limited to switchgear, switchboards, panelboards, transformers, motor control centers, motor controllers, uninterruptible power systems, enclosures, controllers, circuit protective devices, cables, wire, light fixtures, electronic equipment, and accessories.

- C. During installation, equipment shall be protected against entry of foreign matter; and be vacuum-cleaned both inside and outside before testing and operating. Compressed air shall not be used to clean equipment. Remove loose packing and flammable materials from inside equipment.
- D. Damaged equipment shall be, as determined by the Engineer, placed in first class operating condition or be returned to the source of supply for repair or replacement.
- E. Painted surfaces shall be protected with factory installed removable heavy kraft paper, sheet vinyl or equal.
- F. Damaged paint on equipment and materials shall be refinished with the same quality of paint and workmanship as used by the manufacturer so repaired areas are not obvious.

3.3 ELECTRICAL WORK:

- A. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished in this manner for the required work, the following requirements are mandatory:
 - 1. Electricians must use full protective equipment (i.e., certified and tested insulating material to cover exposed energized electrical components, certified and tested insulated tools, etc.) while working on energized systems in accordance with NFPA 70E.
 - 2. Electricians must wear personal protective equipment while working on energized systems in accordance with NFPA 70E.
 - 3. Before initiating any work, a job specific work plan must be developed by the contractor with a peer review conducted and documented by the Contractor. The work plan must include procedures to be used on and near the live electrical equipment, barriers to be installed, safety equipment to be used and exit pathways.
 - 4. Work on energized circuits or equipment cannot begin until prior written approval is obtained from the Owner/ Architect.

END OF SECTION 260500

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes building wire and cable; and wiring connectors and connections.

1.2 REFERENCES

- A. International Electrical Testing Association:
1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
1. NFPA 70 - National Electrical Code.
 2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- C. Underwriters Laboratories, Inc.:
1. UL Standard 83 for Thermoplastic-Insulated Wires and Cables.
 2. UL Standard 44 for Thermoset-Insulated Wires and Cables.
 3. UL 514B – Standard for Conduit, Tubing, and Cable Fittings.
 4. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.
 5. UL 1569 – Standard for Metal-Clad Cables

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
1. Solid conductor for branch circuits 10 AWG and smaller.
 2. Stranded conductors for control circuits.
 3. Conductor not smaller than 12 AWG for power and lighting circuits.
 4. Conductor not smaller than 14 AWG for control circuits.
 5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
- B. Wiring Methods: Provide the following wiring methods:
1. Use only building wire, Type THHN/THWN-2 insulation, in raceway unless specifically noted otherwise.
 2. Type MC Cable shall **not** be allowed without written permission from engineer.
 3. For field connections from Variable Frequency Drives to Motors, use Shielded VFD cable (TC-ER) RHH/RHW-2 (90°C) insulation (Southwire Spec 45451 or equal) with VFD Cable Gland for threaded connection to Drive Enclosure and Motor Terminal Block. Where VFD cable length exceeds 5' from drive to motor, then route cable through IMC raceway to within 24" of termination point.

1.4 SUBMITTALS

- A. Product Data for the following:

1. Wire and Cable
2. Splice Kits
3. Waterproof Wire Connectors

B. Test Reports: Indicate procedures and values obtained.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Conform to requirements of NFPA 70.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements prior to work. Coordinate dimensions with architectural, structural, and civil drawings. Electrical Drawings are diagrammatic only and shall not be scaled.

1.9 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
- B. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 ft of length shown.

PART 2 PRODUCTS

2.1 BUILDING WIRE

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Southwire
 2. AETNA.
 3. American Insulated Wire Corp.

4. Colonial Wire
5. General Cable Co.
6. Encore Wire
7. Substitutions: Section 01 60 00 - Product Requirements.

- B. Product Description: Single conductor insulated wire.
- C. Conductor: Copper.
- D. Insulation Voltage Rating: 600 volts.

2.2 TERMINATIONS

- A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
- B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify interior of building has been protected from weather.
- B. Verify mechanical work likely to damage wire and cable has been completed.
- C. Verify raceway installation is complete and supported.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 EXISTING WORK

- A. Remove exposed abandoned wire and cable, including abandoned wire and cable above accessible ceiling finishes. Patch surfaces where removed cables pass through building finishes.
- B. Disconnect abandoned circuits and remove circuit wire and cable. Remove abandoned boxes when wire and cable servicing boxes is abandoned and removed. Install blank cover for abandoned boxes not removed.
- C. Provide access to existing wiring connections remaining active and requiring access. Modify installation or install access panel.
- D. Extend existing circuits using materials and methods compatible with existing electrical installations, or as specified.
- E. Clean and repair existing wire and cable remaining.

3.4 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- C. Where MC Cable installation is allowed, it shall be done in a neat, uniform and professional manner with a minimum of the following requirements:
 - 1. Route MC Cable parallel or perpendicular to walls. No diagonal runs shall be permitted.
 - 2. The support system must be trays or cable management brackets specific to MC cable. Systems shall be designed and utilized to:
 - a. Maintain straight runs.
 - b. Minimize cable crossing
 - c. Facilitate easy location and service of individual cables.
 - d. Ensure long-term cable support and system integrity.
 - 3. Support MC Cable at intervals not exceeding six feet on center.
 - a. Provide additional supports when the MC Cable is exposed to ensure tight straight lines.
 - b. Cable support shall be within 12" of any through-wall or through-floor penetrations.
 - 4. Bends in MC Cable shall be made so that the cable will not be damaged. The radius of the curve of the inner edge shall not be less than seven times the cable diameter.
- D. Identify wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
- E. Special Techniques--Building Wire in Raceway:
 - 1. Pull conductors into raceway at same time.
 - 2. Install building wire 4 AWG and larger with pulling equipment.
- F. Special Techniques - Wiring Connections:
 - 1. Clean conductor surfaces before installing lugs and connectors.
 - 2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 - 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
 - 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
 - 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
 - 6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- G. Install terminal lugs on ends of 600 volt wires unless lugs are furnished on connected device, such as circuit breakers.
- H. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.

- I. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

3.5 WIRE COLOR

- A. General:
 - 1. For wire sizes 6 AWG and smaller, install wire with insulation colors as designated below.
 - 2. For wire sizes 4 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
- B. 120/208-volt systems:
 - Phase A - Black
 - Phase B - Red
 - Phase C - Blue
 - Neutral - White
 - Ground - Green
- 277/480-volt systems:
 - Phase A - Orange
 - Phase B - Brown
 - Phase C - Yellow
 - Neutral - Gray
 - Ground - Green

3.6 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION 260519

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wire.
 - 2. Mechanical connectors.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 - 2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.

1.3 QUALITY ASSURANCE

- A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

PART 2 PRODUCTS

2.1 WIRE

- A. Material: Stranded copper.
- B. Grounding Electrode Conductor: Copper conductor bare.
- C. Bonding Conductor: Copper conductor insulated.

2.2 MECHANICAL CONNECTORS

- A. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for particular installation.
 - 1. Bonding Jumpers: Compression type connectors, using zinc-plated fasteners and external tooth lock washers.
 - 2. Ground Busbars: Two-hole compression type lugs using tin-plated copper or copper alloy bolts and nuts.
 - 3. Rack and cabinet ground bars: One-hole compression type lugs using zinc-plated or copper alloy fasteners.

PART 3 EXECUTION

3.1 PREPARATION

- A. Remove paint, rust, mill oils, and other surface contaminants at connection points.

3.2 EXISTING WORK

- A. Modify existing grounding system to maintain continuity to accommodate renovations.
- B. Extend existing grounding system using materials and methods compatible with existing electrical installations, or as specified.

3.3 INSTALLATION

- A. Install in accordance with IEEE 142 and IEEE 1100.
- B. Install grounding and bonding conductors concealed from view.
- C. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- D. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
- E. Accomplish grounding of electrical system by using insulated grounding conductor installed with feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with NEC. Install from grounding bus of serving panel to

ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service equipment. Ground conduits by means of grounding bushings on terminations at panelboards with installed number 12 conductor to grounding bus.

- F. Grounding electrical system using continuous metal raceway system enclosing circuit conductors in accordance with NEC.
- G. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground resistance testing in accordance with IEEE 142.
- D. Perform continuity testing in accordance with IEEE 142.
- E. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION 260526

SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Conduit and equipment supports.
 - 2. Anchors and fasteners.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.
- B. Product Data:
 - 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
- C. Design Data: Indicate load carrying capacity of trapeze hangers and hangers and supports.
- D. Manufacturer's Installation Instructions:
 - 1. Hangers and Supports: Submit special procedures and assembly of components.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

PART 2 PRODUCTS

2.1 CONDUIT SUPPORTS

- A. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
- B. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
- C. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
- D. Conduit clamps - general purpose: One hole malleable iron for surface mounted conduits.
- E. Cable Ties: High strength nylon temperature rated to 185 degrees F (85 degrees C). Self locking.

2.2 FORMED STEEL CHANNEL

- A. Product Description: Galvanized 12 gage (2.8 mm) thick steel. With holes 1-1/2 inches (38 mm) on center.

2.3 SPRING STEEL CLIPS

- A. Product Description: Mounting hole and screw closure.

PART 3 EXECUTION

3.1 PREPARATION

- A. The use of powder-actuated anchors is not allowed.
- B. Do not drill or cut structural members.

3.2 INSTALLATION - HANGERS AND SUPPORTS

- A. Anchors and Fasteners:
 - 1. Concrete Structural Elements: Provide expansion anchors.
 - 2. Steel Structural Elements: Provide beam clamps, spring steel clips, and steel ramset fasteners.
 - 3. Concrete Surfaces: Provide self-drilling anchors and expansion anchors.
 - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts and hollow wall fasteners.
 - 5. Solid Masonry Walls: Provide expansion anchors.
 - 6. Sheet Metal: Provide sheet metal screws.
 - 7. Wood Elements: Provide wood screws.
- B. Install conduit and raceway support and spacing in accordance with NEC.
- C. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
- D. Install multiple conduit runs on common hangers.
- E. Support wires above suspended ceilings for electrical system fixtures, devices and cabling shall be clearly identified. See section 260553.
- F. Supports:
 - 1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
 - 2. Install surface mounted cabinets and panelboards with minimum of four anchors.
 - 3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch (25 mm) off wall.

3.3 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

- A. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.

- B. Construct supports of steel members. Brace and fasten with flanges bolted to structure.

3.4 PROTECTION OF FINISHED WORK

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION 260529

SECTION 26 05 33
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
 - 2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
 - 3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
 - 5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - 6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
 - 7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
- B. Outdoor Locations, Above Grade: Provide galvanized rigid steel or rigid aluminum conduit. Provide cast metal or nonmetallic outlet, pull, and junction boxes. Provide liquid-tight flexible metal conduit (maximum 6'-0" in length) for connection to vibrating equipment.
- C. Interior Wet and Damp Locations: Provide galvanized rigid steel or aluminum conduit. Provide cast metal outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.
- D. Concealed Dry Locations: Provide electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes. Provide flexible metal conduit (maximum 6'-0" in length) for connection to vibrating equipment.

- E. Exposed Dry Locations in unfinished spaces: Provide rigid steel or intermediate metal conduit where subject to damage (see below for defined locations that are subject to damage), electrical metallic tubing. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
 - 1. Spaces defined as subject to physical damage are as follows:
 - a. Mechanical Rooms below 10' above finished floor.
- F. All raceways shall be hard-piped as described above. Flexible raceways shall be used for the following applications and shall be limited to 6'-0" in length:
 - 1. Whips to light fixtures.
 - 2. Connections to vibrating equipment. Examples of vibrating equipment include, but are not limited to the following:
 - a. Transformers
 - b. Mechanical equipment.
 - c. Pumps.
 - d. Motors.
 - e. Compressors.
 - 3. Other applications that are specifically called out in plans.

1.4 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch (19 mm) unless otherwise specified.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- B. Protect PVC conduit from sunlight.

1.6 COORDINATION

- A. Coordinate installation of outlet boxes for equipment connected under Section 26 05 83.
- B. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 PRODUCTS

2.1 METAL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Rigid Aluminum Conduit: ANSI C80.5.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.2 FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction.
- B. Fittings: NEMA FB 1.

2.3 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction with PVC jacket.
- B. Fittings: NEMA FB 1.

2.4 ELECTRICAL METALLIC TUBING (EMT)

- A. Product Description: ANSI C80.3; galvanized tubing.
- B. Fittings and Conduit Bodies: NEMA FB 1; steel compression type.
- C. All EMT conduit shall be Anodized with the following color coating:
 - 1. HVAC Controls: Blue (To be provided by mechanical controls contractor)
 - 2. Normal Power: Silver
 - 3. Fire Alarm System: Red

2.5 WIREWAY

- A. Product Description: General purpose for interior locations, and Raintight type for exterior locations wireway.
- B. Cover: Hinged cover.
- C. Finish: Rust inhibiting primer coating with gray enamel finish.

2.6 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch (13 mm) male fixture studs where required.
- B. Cast Boxes: NEMA FB 1, Type FD. Furnish gasketed cover by box manufacturer.
- C. Wall Plates for Finished Areas: As specified in Section 26 27 26.
- D. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.7 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron.

2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 EXISTING WORK

- A. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces.
- B. Remove concealed abandoned raceway to its source.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed. Install blank cover for abandoned outlets not removed.
- D. Maintain access to existing boxes and other installations remaining active and requiring access. Modify installation or provide access panel.
- E. Extend existing raceway and box installations using materials and methods compatible with existing electrical installations, or as specified.
- F. Clean and repair existing raceway and boxes to remain.

3.3 INSTALLATION

- A. Ground and bond raceway and boxes in accordance with Section 26 05 26.
- B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.
- C. Identify raceway and boxes in accordance with Section 26 05 53.
- D. Arrange raceway and boxes to maintain headroom and present neat appearance.
- E. Do not install raceways or boxes within 1-1/2" of roof decking to prevent damage from roof installation or repair.

3.4 INSTALLATION - RACEWAY

- A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- B. Arrange raceway supports to prevent misalignment during wiring installation.
- C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

- D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29; provide space on each for 25 percent additional raceways.
- E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports
- F. Do not attach raceway to ceiling support wires or other piping systems.
- G. Construct wireway supports from steel channel specified in Section 26 05 29.
- H. Route exposed raceway parallel and perpendicular to walls.
- I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.
- J. Maintain clearance between raceway and piping for maintenance purposes.
- K. Maintain 12 inch (300 mm) clearance between raceway and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- L. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- M. Bring conduit to shoulder of fittings; fasten securely.
- N. Install conduit hubs or sealing locknuts to fasten conduit to cast boxes.
- O. Install no more than equivalent of three 90 degree bends between boxes for power systems. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.
- P. Install no more than equivalent of two 90 degree bends between boxes for communications systems. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.
- Q. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
- R. Install fittings to accommodate expansion and deflection where raceway crosses seismic, control and expansion joints.
- S. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
- T. Install suitable caps to protect installed conduit against entrance of dirt and moisture.
- U. Close ends and unused openings in wireways, junction boxes, and pull boxes.

3.5 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.
- B. Adjust box location up to 10 feet (3 m) prior to rough-in to accommodate intended purpose.

- C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- E. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
- F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches (150 mm) separation. Install with minimum 24 inches (600 mm) separation in acoustic rated walls.
- H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- I. Install stamped steel bridges to fasten flush mounting outlet box between studs.
- J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- K. Install adjustable steel channel fasteners for hung ceiling outlet box.
- L. Do not fasten boxes to ceiling support wires or other piping systems.
- M. Support boxes independently of conduit.
- N. Install gang box where more than one device is mounted together. Do not use sectional box.
- O. Install gang box with plaster ring for single device outlets.
- P. Install junction boxes or pull boxes at locations that can be accessed through existing ceiling with a standard ladder. Maximum height of junction boxes above accessible ceiling or through an access panel in a non-accessible is 4' above top of ceiling frame.

3.6 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with Section 07 84 00.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installer.
- C. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.
- D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.7 ADJUSTING

- A. Adjust flush-mounting outlets to make front flush with finished wall material.

- B. Install knockout closures in unused openings in boxes.

3.8 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION 260533

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Panel Schedules
 - 3. Lockout Devices.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Accept identification products on site in original containers. Inspect for damage.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Install nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 PRODUCTS

2.1 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved letters on contrasting background color. See specification sections for specific equipment for nameplate color schemes. If no color scheme is specified for specific equipment, provide black letters on a white background.
- B. Letter Size:
 - 1. 1/8 inch (3 mm) high letters for identifying individual equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch (3 mm).

2.2 PANELBOARD SCHEDULES

- A. Provide complete panelboard schedule with all circuits identified and room numbers associated with each branch circuit included. Panel Schedules shall include Panelboard name, Voltage/Phase, Main Bus and/or Main Breaker rating, Date Schedule was completed, Contractor name and phone number.
- B. All panelboard schedules for existing panels where any branch circuit or feeder modification was included in the project scope shall have the a completely new panelboard schedule created. Contractor is responsible for field verifying and circuit tracing of all existing branch circuits associated with the panelboard to ensure accurate descriptions.

2.3 LOCKOUT DEVICES

A. Lockout Hasps:

1. Reinforced nylon hasp with erasable label surface; size minimum 7-1/4 x 3 inches (184 x 75 mm).

PART 3 EXECUTION

3.1 PREPARATION

- #### A.
- Degrease and clean surfaces to receive adhesive for identification materials.

3.2 EXISTING WORK

- #### A.
- Install identification on unmarked existing equipment.
- #### B.
- Replace lost nameplates.

3.3 INSTALLATION

- #### A.
- Install identifying devices after completion of painting.
- #### B.
- Nameplate Installation:
1. Install nameplate parallel to equipment lines.
 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
 3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
 4. Secure nameplate to equipment front using screws, or adhesive.
 5. Install nameplates for the following:
 - a. Panelboards.
 - b. Disconnect Switches.

END OF SECTION 260553

SECTION 26 05 83
EQUIPMENT WIRING CONNECTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes electrical connections to equipment.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

- A. Product Data: Submit wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- B. Signed Letter from Contractor indicating that shop drawings have been reviewed for all equipment requiring electrical connections that are furnished by other divisions prior to ordering equipment.
- C. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

1.5 COORDINATION

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Prior to ordering electrical gear, compare to electrical requirements listed on electrical drawings for each piece of equipment. Notify architect / engineer immediately of any changes.
- C. Coordinate with equipment shop drawings for devices such as drinking fountains, hand dryers, other appliances, etc. such that devices are located concealed behind appliances and/or maintenance panels unless specifically noted otherwise. Where GFCI protection is required, provide remote means for GFCI protection (circuit breaker unless noted otherwise).
- D. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- E. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.1 EQUIPMENT REQUIRING ELECTRICAL SERVICE

- A. Provide electrical connections for all electrically driven equipment. Final connections are electrical work, unless specifically noted otherwise. Obtain a copy of the shop drawings of equipment. Review shop drawings to verify electrical characteristics and to determine rough-in requirements, final connection requirements, location of disconnect switch, etc. Notify the General Contractor if the information received is ambiguous or incomplete. Keep a copy of these shop drawings at the project site throughout the course of construction.
- B. Equipment to be connected includes, but is not limited to the following:
 - 1. HVAC Equipment
 - 2. Fire Alarm System
 - 3. Control Systems
- C. The design of circuits for electrically driven equipment is based on the product of one manufacturer and may not be representative of all acceptable manufacturers. If equipment furnished has differing characteristics, make necessary adjustments to circuit components at no additional cost to the Owner, subject to the approval of the Architect.
- D. Provide disconnects for all equipment and appliances unless specifically noted otherwise on the drawings.
- E. Provide motor starters for all mechanical equipment unless provided by the mechanical contractor.

2.2 CORD AND PLUGS

- A. Attachment Plug Construction: Conform to NEMA WD 1.
- B. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.
- C. Cord Construction: Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
- D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 EXISTING WORK

- A. Remove exposed abandoned equipment wiring connections, including abandoned connections above accessible ceiling finishes.

- B. Disconnect abandoned utilization equipment and remove wiring connections. Remove abandoned components when connected raceway is abandoned and removed. Install blank cover for abandoned boxes and enclosures not removed.
- C. Extend existing equipment connections using materials and methods as specified.

3.3 INSTALLATION

- A. Make electrical connections.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations. Flexible conduit shall be limited to 6' in length unless specifically noted otherwise.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Install receptacle outlet to accommodate connection with attachment plug.
- E. Install cord and cap for field-supplied attachment plug.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

3.4 ADJUSTING

- A. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

END OF SECTION 260583

**SECTION 26 24 16
PANELBOARDS**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes branch circuit panelboards.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
1. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
- B. National Electrical Manufacturers Association:
1. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches.
 2. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 3. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 4. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
 5. NEMA PB 1 - Panelboards.
 6. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.
- C. International Electrical Testing Association:
1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- D. National Fire Protection Association:
1. NFPA 70 - National Electrical Code.
- E. Underwriters Laboratories Inc.:
1. UL 67 - Safety for Panelboards.
 2. UL 1283 - Electromagnetic Interference Filters.

1.3 SUBMITTALS

- A. Shop Drawings: Include all of the following information:
1. Indicate outline and support point dimensions.
 2. Product data
 3. Enclosure type
 4. Circuit directory
 5. Device Nameplate Data
- B. Product Data: Submit catalog data showing specified features of standard products.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.
- B. Operation and Maintenance Data: Submit spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

1.6 MAINTENANCE MATERIALS

- A. Furnish two of each panelboard key.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
 - 1. GE Electric
 - 2. Square D
 - 3. Eaton
 - 4. Siemens

2.2 BRANCH CIRCUIT PANELBOARDS

- A. Product Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.
- B. Panelboard Bus: Copper current carrying components, ratings as indicated on Drawings. Furnish copper ground and neutral bus in each panelboard.
- C. See circuit breaker section below for information on types of circuits required.
- D. Enclosure: NEMA PB 1
 - 1. Indoor Locations - Type 1, unless noted otherwise below.
 - 2. Outdoor Locations - Type 3R.
- E. Cabinet Box: 6 inches (153 mm) deep, 20 inches (508 mm) wide.
- F. Cabinet Front: Door-in-door type, fastened with concealed trim clamps, hinged door with flush lock all keyed alike, metal directory frame, finished in manufacturer's standard gray enamel.
- G. All panelboards shall be hinged "door in door" type with:

1. Interior hinged door with hand operated latch or latches as required to provide access to circuit breaker operating handles only, not to energized parts.
 2. Outer hinged door shall be securely mounted to the panelboard box with factory bolts, screws, clips or other fasteners requiring a tool for entry, hand operated latches are not acceptable.
 3. Both inner and outer doors shall open left to right.
- H. All panelboards shall have bolt-on style breakers.
- I. Provisions for future breakers shall be fully bussed complete with all necessary mounting hardware.

2.3 CIRCUIT BREAKERS

- A. For all circuit breakers 200 amps and smaller: Provide Molded Case Thermal Magnetic Trip type Circuit Breakers.
1. Type HACR for all air conditioning equipment circuits.
 2. Ground-Fault Equipment Protection (GFEP) Circuit Breakers (where scheduled): Class B ground-fault protection (30-mA trip).
 3. Do not use tandem circuit breakers.

2.4 SHORT CIRCUIT CURRENT RATING

- A. Devices which achieve the level of fault protection indicated by means of "series" or "integrated" rating shall not be acceptable unless specifically indicated on the drawings. All panelboards shall be fully rated.
- B. For existing equipment, provide circuit breakers with short circuit current ratings that match ratings indicated on panel, if no markings indicate panelboard rating, then provide ratings that match highest rated circuit breaker in panelboard.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1.
- B. Install panelboards plumb.
- C. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no more than 4 inches (100 mm) above floor.
- D. Install filler plates for unused spaces in panelboards.
- E. Ground and bond panelboard enclosure according to Section 26 05 26. Connect equipment ground bars of panels in accordance with NFPA 70.

3.2 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.

- B. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.

3.3 ADJUSTING

- A. Touch-up scratched or marred surfaces to match original finish.
- B. Clean all debris from panel interiors.

3.4 LABELING

- A. Install engraved plastic nameplates in accordance with Section 26 05 53.
- B. Provide nameplates on all new electrical panelboards. Indicate the following information on the nameplate:
 - 1. Panel Name
 - 2. Panel fed from
 - 3. Voltage, Phase, Wire, Short Circuit Current Rating
 - 4. Date Installed
- C. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads.
- D. Identify load served and location by room names assigned by user, not by room numbers on floor plans. Note spares and spaces as such. Spare circuit breakers shall be left in the open position.

3.5 CLEARANCE AND WORKSPACE

- A. Maintain workspace and clearances as required by the NEC for voltages encountered. No pipes or ducts shall pass above the outline of the panelboard. It shall be the responsibility of this Contractor to make sure that other trades do not encroach on this space.

END OF SECTION 262416

**SECTION 26 27 26
WIRING DEVICES**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes wall switches; wall dimmers; receptacles; multioutlet assembly; and device plates and decorative box covers.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

1.4 EXTRA MATERIALS

- A. Furnish two of each style, size, and finish wall plate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
 - 1. Arrow Hart
 - 2. Eagle
 - 3. Hubbell
 - 4. Leviton
 - 5. Legrand

2.2 MOTOR RATED SWITCHES

- A. Product Description: Heavy-Duty, AC type snap switch.
- B. Body and Handle: Plastic with toggle handle. Color to match other devices.
- C. Provide lockout accessory (Garvin Industries: TOGLOK or equal) installed on all motor-rated toggle switches.
- D. Ratings: Match branch circuit and load characteristics.

2.3 RECEPTACLES

- A. Product Description: Tamper-Resistant, NEMA WD 1, UL498 and Fed Spec WC-596 Commercial Specification Grade receptacle. Receptacle shall have back and side wire options.
- B. Configuration: NEMA WD 6, type as specified.
- C. GFCI Receptacle (2015 UL 943): Duplex receptacle with integral self-test ground fault circuit interrupter to meet regulatory requirements. Self-test system conducts an automatic test every 15 minutes minimum. If device fails the self-test, visual and audible indicators provide an alert and power to unit is disconnected.
 - 1. GFCI receptacles shall not be used as feed through devices.
 - 2. Where devices are installed behind equipment where not easily accessible, a dead-front GFCI device may be used with a standard device for GFCI protection. See plans for additional information.
 - 3. Where installed in wet locations, the device shall be listed weather resistant type.
- D. Receptacle installed outdoors shall be listed as Weather-Resistant "WR" type.
- E. All Receptacle types shall be NEMA 5-20 unless noted specifically noted otherwise.
- F. Device Body: PVC back body with Nylon Face. Gray in color.

2.4 WALL PLATES

- A. Decorative Cover Plate: Smooth-stainless steel.
- B. Weatherproof Cover Plate: All devices installed outdoor and indoor devices specifically indicated, shall be provided with weatherproof covers. Covers shall be metallic and of the type that maintain weatherproof integrity when in-use and not in-use, as required by the NEC.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify outlet boxes are installed at proper height.
- B. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

- A. Clean debris from outlet boxes.

3.3 EXISTING WORK

- A. Disconnect and remove abandoned wiring devices.

- B. Modify installation to maintain access to existing wiring devices to remain active.
- C. Clean and repair existing wiring devices to remain.

3.4 INSTALLATION

- A. Install devices plumb and level.
- B. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.
- C. Install decorative plates on receptacle and blank outlets in finished areas.
- D. Connect wiring devices by wrapping solid conductor around screw terminal.
- E. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate with equipment shop drawings for devices such as drinking fountains, hand dryers, other appliances, etc. such that devices are located concealed behind appliances and/or maintenance panels unless specifically noted otherwise. Where GFCI protection is required, provide remote means for GFCI protection (circuit breaker unless noted otherwise).
- B. Coordinate locations of outlet boxes provided under Section 26 05 33 and as indicated on drawings.

3.6 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Verify each receptacle device is energized.
- C. Test each receptacle device for proper polarity.
- D. Test each GFCI receptacle device for proper operation.

3.7 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

END OF SECTION 262726

**SECTION 26 28 13
FUSES**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes fuses.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.

1.3 FUSE PERFORMANCE REQUIREMENTS

- A. Motor Branch Circuits: Class RK5.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual sizes, ratings, and locations of fuses.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

1.6 MAINTENANCE MATERIALS

- A. Furnish one fuse pullers for each size fuse installed.

1.7 EXTRA MATERIALS

- A. Furnish three spare fuses of each Class, size, and rating installed.

PART 2 PRODUCTS

2.1 FUSES

- A. Manufacturers:
 - 1. Cooper Bussmann.
 - 2. Ferraz Shawmut.
 - 3. Littelfuse.
- B. Dimensions and Performance: NEMA FU 1, Class as specified or as indicated.
- C. Voltage: Rating suitable for circuit phase-to-phase voltage.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Remove fuses from abandoned circuits.
- B. Maintain access to existing fuses and other installations remaining active and requiring access. Modify installation or provide access panel.

3.2 INSTALLATION

- A. Install fuse with label oriented so manufacturer, type, and size are easily read.

END OF SECTION 262813

**SECTION 26 28 19
ENCLOSED SWITCHES**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes fusible and nonfusible switches.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 2. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

- A. Product Data:
 - 1. Switch ratings (Voltage, Amperage, Poles, SSCR)
 - 2. Enclosure type and dimensions.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of enclosed switches and ratings of installed fuses.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
 - 1. GE Electric
 - 2. Square D
 - 3. Eaton
 - 4. Siemens

2.2 FUSIBLE SWITCH ASSEMBLIES

- A. Product Description: NEMA KS 1, Type HD, enclosed load interrupter knife switch. Handle lockable in OFF position.
- B. Fuse clips: Designed to accommodate NEMA FU 1, Class fuses as defined for application in Section 26 28 13.
- C. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel.
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior Locations: Type 3R.
- D. Furnish switches with entirely copper current carrying parts.

2.3 NONFUSIBLE SWITCH ASSEMBLIES

- A. Product Description: NEMA KS 1, Type GD with externally operable handle interlocked to prevent opening front cover with switch in ON position enclosed load interrupter knife switch. Handle lockable in OFF position.
- B. Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel.
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior Locations: Type 3R.
- C. Furnish switches with entirely copper current carrying parts.

2.4 SWITCH RATINGS

- A. Switch Rating: Horsepower rated for AC or DC as indicated on Drawings.
- B. Short Circuit Current Rating: UL listed for 200,000 rms symmetrical amperes when used with or protected by Class R or Class J fuses (15-600 ampere switches employing appropriate fuse rejection schemes) or protected by Class L fuses (800-1200 ampere).

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Disconnect and remove abandoned enclosed switches.
- B. Maintain access to existing enclosed switches and other installations remaining active and requiring access. Modify installation or provide access panel.
- C. Clean and repair existing enclosed switches to remain.

3.2 INSTALLATION

- A. Install enclosed switches plumb. Provide supports in accordance with Section 26 05 29.

- B. Height: 5 feet (1500 mm) to operating handle.
- C. Install fuses for fusible disconnect switches. Refer to Section 26 28 13 for product requirements.

3.3 LABELING

- A. Install engraved plastic nameplates in accordance with Section 26 05 53. Nameplates on all switch enclosures wherein circuits are modified or installed shall indicate the following:
 - 1. Equipment Switch Serves
 - 2. Panel and Circuit Switch is served from.
 - 3. Voltage, Phase, Wire, Short Circuit Current Rating
 - 4. Date Installed.
- B. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.5.

END OF SECTION 262819

SECTION 26 43 00
SURGE PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Surge Protection Devices Type 1 and Type 2 Devices

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
1. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
 2. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
 3. IEEE C62.45 - Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits.
- B. National Fire Protection Association:
1. NFPA 70 - National Electrical Code.
 2. NFPA 780 - Standard for the Installation of Lightning Protection Systems.
- C. Underwriters Laboratories Inc.:
1. UL 1283 - Electromagnetic Interference Filters.
 2. UL 1449 Fifth Edition - Surge Protective Devices.

1.3 SUBMITTALS

- A. Product Data: Submit the following
1. Unit Dimensions and Weights
 2. Wiring configuration.
 3. Warranty Statement
 4. Current Ratings
 5. Clamping Voltages
 6. Response Time
- B. Test Reports:
1. Indicate Let-Through voltage test data.
 2. Submit spectrum analysis of each unit.
 3. Submit test reports from nationally recognized independent testing laboratory verifying suppressors can survive published surge current rating.
- C. Manufacturer's Installation Instructions: Submit installation instructions and connection requirements.
- D. Manufacturer's Certificate: Certify transient voltage surge suppression device complies with UL 1449 Fifth Edition Surge Voltage Ratings.

1.4 QUALITY ASSURANCE

- A. Reference Standard: Comply with the latest edition of the applicable provisions and recommendations of the following, except as otherwise stated in this document:
1. UL 1449 5th Edition 2021 Revision
 2. UL 1283.

3. ANSI/IEEE C62.41, Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.
4. ANSI/IEEE C62.45, Guide for Surge Testing for equipment connected to Low-Voltage AC Power Circuits.
5. IEEE 1100 Emerald Book.
6. National Fire Protective Association (NFPA 70: National Electrical Code).

1.5 WARRANTY

- A. Provide a 5 year product warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following manufacturers:
 1. Ditek
 2. Current Technologies
 3. ABB / GE
 4. Schneider Electric
 5. Eaton

2.2 ELECTRICAL REQUIREMENTS

- A. Declared Maximum Continuous Operating Voltage (MCOV) shall be greater than 115 percent of the nominal system operating voltage and in compliance with test and evaluation procedures outlined in the nominal discharge surge current test of UL1449 5th Edition, section 37.7. MCOV values claimed based on the component's value or on the 30-minute 115% operational voltage test, section 38 in UL1449 will not be accepted.
- B. Unit shall have not more than 10% deterioration or degradation of the UL1449 5th Edition Voltage Protective Rating (VPR) due to repeated surges. Unit shall have a monitoring option available to be able to test and determine the percentage of protective available at all times.
- C. Protection Modes: UL1449 5th Edition VPR(6kV, 3kA) for grounded WYE/delta and High Leg Delta circuits with voltages of (480Y/277), (208Y/120), (600Y/347) 3-Phase/4 wire and (120/240) Split phase/3 wire circuits shall be as follows and comply with test procedures outlined in UL1449 5th Edition
 1. 480/277V Three Phase 4-wire Service
 - a. Line to Line (L-L): 1800V
 - b. Line to Neutral (L-N): 1500V
 - c. Line to Ground (L-G): 1200V
 - d. Neutral to Ground (N-G): 800V
- A. Electrical Noise Filter- each unit shall include a high performance EMI/RFI noise rejection filter. Noise attenuation for electric noise shall be as follows using the MIL-STD-220B insertion loss test method.
 1. 100 kHz at 44 db or better.
 2. All other frequencies should be 32 db or better.
- B. Each fuse shall be individually sealed in a manner that eliminates the potential for cross arcing.

- C. Each unit shall provide the following features:
 - 1. Phase Indicator lights, Form C dry contacts, surge counter and audible alarm.
 - 2. Field testable while installed.
 - 3. Measuring capability to indicate the percent protective available in SPD.

PART 2 - EXECUTION

2.1 INSTALLATION

- A. Each unit shall be installed per Manufacturer's recommended installation and wiring practices.
- B. The UL 1449 Voltage Protective Rating (VPR) shall be permanently affixed to the SPD unit.
- C. The UL 1449 Nominal Discharge Surge Current Rating shall be a minimum of 20kA.
- D. Surge Current Rating of device shall be as noted on drawings.
- E. The SCCR rating of the SPD shall be 200kAIC without requiring an upstream protective device for safe operation.
- F. Locate SPDs and associated circuit breaker in panelboard or switchboard so as to minimize conductor lengths and bends.
 - 1. Conductors between SPD and circuit breaker shall be no more than 24" in length.
 - 2. There shall be no sharp bends or kinks in conductors.
 - 3. Conductors shall be continuous from device to breaker.
 - 4. Do not bundle or tie-wrap conductors together.
 - 5. If conductor's must exceed 24" in length or contain multiple bends due to location constraints, contractor shall provide manufacturer's specialty cable for excessive lengths at no additional cost.

END OF SECTION 264300