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**PROJECT NUMBER:** H17-N130-PD

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INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Coastal Carolina University

PROJECT NAME: Edwards College of Humanities Roof Replacement Project

PROJECT NUMBER: H17-N130-PD  CONSTRUCTION COST RANGE: $1.4M to $1.6M

PROJECT LOCATION: 133 Chanticleer Drive West, Conway, SC 29526

DESCRIPTION OF PROJECT/SERVICES: The work generally consists of the removal and replacement of approximately 78,150 SF of slate roofing assembly, preparations to the existing plywood deck and installation of new underlayment, synthetic slate roofing assembly, and metal flashings as specified; as well as removal and replacement of appx. 4,800 SF of EPDM roofing assembly, preparations to the existing metal deck and installation of new rigid insulation, TPO membrane and TPO and metal flashings as specified.

BID/SUBMITTAL DUE DATE: 11/15/2022  TIME: 2:00PM  NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: Shawn Godwin

EMAIL: sgodwin@coastal.edu  TELEPHONE: (843) 349-2672

DOCUMENTS MAY BE OBTAINED FROM: https://www.coastal.edu/facilities/projects

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: $ N/A  IS DEPOSIT REFUNDABLE Yes ☐ No ☐ N/A ☑

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

Agency WILL NOT accept Bids sent via email.

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

A/E NAME: Shepard & Associates, LLC

A/E CONTACT: Richard Parrish, RRC/RFWC/RRO

EMAIL: becki@shepardandassociates.us  TELEPHONE: (803) 407-8284

PRE-BID CONFERENCE: Yes ☑ No ☐  MANDATORY ATTENDANCE: Yes ☑ No ☐

PRE-BID DATE: 11/1/2022  TIME: 11:00AM

PRE-BID PLACE: 133 Chanticleer Drive West, Conway, SC 29526 (Project Site)

BID OPENING PLACE: Facilities 1 Conference Room

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Shawn Godwin

CCU Facilities 1

755 Hwy 544, Conway, SC 29526

MAIL SERVICE:

Attn: Shawn Godwin

CCU Facilities 1

PO Box 261954, Conway, SC 29528

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

APPROVED BY:  

(OSE Project Manager)

DATE: 10.5.22
Bid Bond

CONTRACTOR:
(Name, legal status and address)
TBD
TBD

SURETY:
(Name, legal status and principal place of business)
TBD
TBD

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Coastal Carolina University
755 Hwy 544, Conway, SC 29526

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)
Edwards College of Humanities Roof Replacement
133 Chanticleer Drive West, Conway, SC 29526

Project Number, if any: H17-N130-PD

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

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

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

Signed and sealed this day of

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

Init.
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.

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)
Edwards College of Humanities Roof Replacement
H17-N130-PD
133 Chanticleer Drive West, Conway, SC 29526

THE OWNER:
(Name, legal status, address, and other information)
Coastal Carolina University
755 Hwy 544
Conway, SC 29526

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

THE ARCHITECT:
(Name, legal status, address, and other information)
Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063

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1 DEFINITIONS
2 BIDDER’S REPRESENTATIONS
3 BIDDING DOCUMENTS
4 BIDDING PROCEDURES
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8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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


§ 1.2 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 2.2.6.1.2 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
§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
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 specifies. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included.

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

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

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

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

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES
§ 4.1 Preparation of Bids
§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in numbers.

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

§ 4.1.5 All requested Alternates shall be Bid. The failure of the Bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change".
§ 4.1.6 Pursuant to S.C. Code Ann. § 11-35-3020(b)(i), as amended, Section 7 of the Bid Form sets forth a list of proposed subcontractors for which the Bidder is required to identify those subcontractors the Bidder will use to perform the work listed. Bidder must follow the instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder’s bid as non-responsive.

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

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

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

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

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

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

1. be issued by a surety company licensed to do business in South Carolina;

2. be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty"; which company shows a financial strength rating of at least five (5) times the contract price.

3. be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

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

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

§ 4.3 Submission of Bids
§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 Opening of Bids
Bids received on time will be publicly opened and read aloud. The Owner will not read aloud Bids that the Owner determines, at the time of opening, to be non-responsive.

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

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

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

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

§ 5.2.2 The reasons for which the Owner will reject Bids include, but are not limited to:
   .1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
   .2 Failure to deliver the Bid on time;
   .3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
   .4 Listing an invalid electronic Bid Bond authorization number on the Bid Form;
   .5 Failure to Bid an Alternate, except as expressly allowed by law;
   .6 Failure to list qualified subcontractors as required by law;
   .7 Showing any material modification(s) or exception(s) qualifying the Bid;
   .8 Faxing a Bid directly to the Owner or Owner’s representative; or
   .9 Failure to include a properly executed Power-of-Attorney with the Bid Bond.

§ 5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid
will result in the lowest overall cost to the Owner even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

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

ARTICLE 6 POST-BID INFORMATION
§ 6.1 Contractor’s Responsibility
Owner will make a determination of Bidder’s responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Owner to support the Owner’s evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Owner, at its option, to determine the Bidder to be non-responsible.

§ 6.2 Reserved

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

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

§ 6.4 Posting of Intent To Award
The Notice of Intent to Award will be posted at the following location:

Room or Area of Posting:
Building Where Posted:
Address of Building:
WEB site address (if applicable): Posting date will be announced at Bid Opening. In addition to posting the Notice, the Owner will promptly send all responsive Bidders a copy of the Notice of Intent to Award and the final bid tabulation

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

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

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

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


.4 Drawings

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.5 Specifications

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.6 Addenda:

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<th>Date</th>
<th>Pages</th>
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.7 Other Exhibits:

- [ ] 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)

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**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.sc.gov](http://www.sc.gov)

§ 9.1.3 This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383. Please see the "Nonresident Taxpayer Registration Affidavit Income Tax Withholding" Form (Available through SC Department of Revenue).
§ 9.2 Submitting Confidential Information

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

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

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

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

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

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

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

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

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

§ 9.5 Tax Credit For Subcontracting With Minority Firms
§ 9.5.1 Pursuant to S.C. Code Ann. §12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.
§ 9.5.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

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

§ 9.6 Other Special Conditions Of The Work
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: Coastal Carolina University
(Agency’s Name)

FOR: PROJECT NAME: Edwards College of Humanities Roof Replacement Project
PROJECT NUMBER: H17-N130-PD

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): The work generally consists of the removal and replacement of approximately 78,150 SF of slate roofing assembly, preparations to the existing plywood deck and installation of new underlayment, synthetic slate roofing assembly, and metal flashings as specified; as well as removal and replacement of appx. 4,800 SF of EPDM roofing assembly, preparations to the existing metal deck and installation of new rigid insulation, TPO membrane and TPO and metal flashings as specified.

$ ________________________________, 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):  N/A

☐ 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>ITEM</th>
<th>UNIT OF MEASURE</th>
<th>ADD</th>
<th>DEDUCT</th>
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<tr>
<td>1.</td>
<td>Plywood Decking</td>
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<td>2.</td>
<td>1.5&quot; Rigid Polyisocyanurate Insulation</td>
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<td>3.</td>
<td>Rust &amp; Scale Removal to Steel Decking</td>
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<td>4.</td>
<td>Steel Decking Replacement</td>
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# Listing of Proposed Subcontractors Pursuant to Section 3020(b)(i), Chapter 35, Title 11 of the South Carolina Code of Laws, As Amended

(See Instructions on the following page BF-2A)

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

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<thead>
<tr>
<th>(A)</th>
<th>(B)</th>
<th>(C)</th>
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<tbody>
<tr>
<td><strong>SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION</strong>&lt;br&gt;<strong>NAME</strong>&lt;br&gt;(Completed by Agency)</td>
<td><strong>LICENSE CLASSIFICATION or SUBCLASSIFICATION</strong>&lt;br&gt;<strong>ABBREVIATION</strong>&lt;br&gt;(Completed by Agency)</td>
<td><strong>SUBCONTRACTOR and/or PRIME CONTRACTOR</strong>&lt;br&gt;(Required - must be completed by Bidder)</td>
<td><strong>SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER</strong>&lt;br&gt;(Requested, but not Required)</td>
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<td><strong>BASE BID</strong></td>
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<td><strong>ALTERNATE #1</strong></td>
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If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.
INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.

   a. Columns A & B: The Agency fills out these columns to identify the subcontractor license classification/subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: https://llr.sc.gov/elb/PDFFiles/CLBClassificationAbbreviations.pdf. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.

   b. Columns C and D: In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.

2. Subcontractor Defined: For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).

3. Subcontractor Qualifications: Bidder must only list subcontractors who possess a South Carolina contractor’s license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.

4. Use of Own forces: If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder’s own employees to perform such work, the Bidder must insert itself in the space provided.

5. Use of Multiple Subcontractors:
   a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word “and”. If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word “and”. Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.

   b. Optional Listing Prohibited: Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word “and” between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word “or”, a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.

6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.

7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.

8. Bidder’s failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.
§ 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 90 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

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

§ 10. AGREEMENTS

a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.

b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.

c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: ________________________________

SIGNATURE AND TITLE: ________________________________
SE-330
LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): ____________________________________________

Classification(s) & 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.

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)
Coastal Carolina University
755 Hwy 544
Conway, SC 29526

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

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

for the following Project: (Name, State Project Number, location and detailed description)
Edwards College of Humanities Roof Replacement
H17-N30-PD
133 Chanticleer Drive West, Conway, SC 29526

The Architect: (Name, legal status, address and other information)
Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other 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.


ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided elsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

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

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

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
ARTICLE 4  CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

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

§ 4.2 Alternates
§ 4.2.1 Alternates that are accepted, if any, included in the Contract Sum:
(Insert the accepted Alternates.)

<table>
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<tr>
<th>Item</th>
<th>Price</th>
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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

<table>
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<tr>
<th>Item</th>
<th>Price</th>
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</table>

§ 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.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

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

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum)
ARTICLE 5  PAYMENTS

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

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

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

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

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

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

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

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

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

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

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

§ 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:
Title:
Address:
Telephone:
Email:

§ 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:
§ 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:
Title:
Address:
Telephone:
Email:

§ 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.


§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.8 Other Provisions:
§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:
(Check box if applicable to this Contract)

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

1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.
.2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.

.3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.

.4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
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<tbody>
<tr>
<td>.1</td>
<td>AIA Document A101®-2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor</td>
</tr>
<tr>
<td>.2</td>
<td>AIA Document A101®-2017, Exhibit A, Insurance and Bonds</td>
</tr>
<tr>
<td>.3</td>
<td>AIA Document A201®-2017, SCOSE Version General Conditions of the Contract for Construction</td>
</tr>
<tr>
<td>.4</td>
<td>Form SE-390, Notice to Proceed – Construction Contract</td>
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<tr>
<td>.5</td>
<td>Drawings</td>
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</table>

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<th>Date</th>
<th>Pages</th>
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<tbody>
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<td>.6</td>
<td>Specifications</td>
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<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
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<tbody>
<tr>
<td>.7</td>
<td>Addenda, if any:</td>
<td>Date</td>
<td>Pages</td>
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<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
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</table>

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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:

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<th>Title</th>
<th>Date</th>
<th>Pages</th>
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☐ Supplementary and other Conditions of the Contract:

<table>
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<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

Form SE-310, Invitation for Construction Services
Instructions to Bidders (AIA Document A701-2018 OSE Version)
Form SE-330, Contractor's Bid (Completed Bid Form)
Form SE-370, Notice of Intent to Award
Certificate of Procurement Authority issued by the State Fiscal Accountability Authority
This Agreement entered into as of the day and year first written above.

______________________________  ________________________________
OWNER (Signature)               CONTRACTOR (Signature)

______________________________  ________________________________
(Printed name and title)         (Printed name and title)
South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

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

for the following PROJECT:
(Name, State Project Number, and location or address)
Edwards College of Humanities Roof Replacement
H17-N130-PD
133 Chanticleer Drive West, Conway, SC 29526

THE OWNER:
(Name, legal status and address)
Coastal Carolina University
755 Hwy 544
Conway, SC 29526

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

THE CONTRACTOR:
(Name, legal status and address)

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, SCOE Version.
ARTICLE A.2  OWNER'S INSURANCE

§ A.2.1 General
Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Reserved
§ A.2.3.1 Reserved

§ A.2.3.1.1 Reserved
§ A.2.3.1.2 Reserved
§ A.2.3.1.3 Reserved
§ A.2.3.1.4 Reserved
§ A.2.3.2 Reserved
§ A.2.3.3 Reserved

§ A.2.4 Optional Insurance.
The Owner shall purchase and maintain any insurance selected below.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
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§ A.2.4.1 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

ARTICLE A.3  CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the
Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

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

§ A.3.2 Contractor's Required Insurance Coverage
§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration)

§ A.3.2.2 Commercial General Liability
§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than $1,000,000 each occurrence, $1,000,000 general aggregate, $1,000,000 aggregate for products-completed operations hazard, $1,000,000 personal and advertising injury, $50,000 fire damage (any one fire), and $5,000 medical expense (any one person) providing coverage for claims including
.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor’s Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arose 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, Employer's Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability 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 benefits 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.)

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<tr>
<th>Causes of Loss</th>
<th>Sub-Limit</th>
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§ 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.)
§ 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.)

<table>
<thead>
<tr>
<th>Type</th>
<th>Penal Sum ($0.00)</th>
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<td>Payment Bond</td>
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<tr>
<td>Performance Bond</td>
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§ 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.

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)
Edwards College of Humanities Roof Replacement
H17-N130-PD
133 Chanticleer Drive West, Conway, SC 29526

THE OWNER:
(Name, legal status, and address)
Coastal Carolina University
755 Hwy 544
Conway, SC 29526

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

THE ARCHITECT:
(Name, legal status, and address)
Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
PROTECTION OF PERSONS AND PROPERTY
INSURANCE AND BONDS
UNCOVERING AND CORRECTION OF WORK
MISCELLANEOUS PROVISIONS
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ARTICLE 1  GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
.1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter: the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.
.2 A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.
.3 Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.
.4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
.5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

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

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

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

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

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

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

§ 1.1.8 Reserved

§ 1.1.9 Notice to Proceed

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

§ 1.1.10 State Engineer

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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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.

§ 3.2.2 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 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 to be incorporated in the Work.

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

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

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

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

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

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

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

§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the requirements of S.C Code Ann. Title 12, Chapter 8, regarding withholding tax for nonresidents, employees, contractors and subcontractors.
§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Pursuant to S.C. Code Ann. § 10-1-180, no local general or specialty building permits are required for state buildings. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits, fees, and licenses by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

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

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

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

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

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

§ 3.9 Superintendent
§ 3.9.1 The Contractor shall employ a competent superintendent, acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

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

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

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval.

2 The fire sprinkler shop drawings shall be reviewed and approved by the Architect’s engineer of record (EOR) prior to submittal to the State Fire Marshal. The EOR will complete the Office of State Fire Marshal (OSFM) form “Request for Fire Sprinkler System Shop Review for State Construction Projects” and submit it to OSE for signature.

3 OSE will sign the form and return it to the Architect’s EOR. The EOR will submit a copy of the signed form with the approved shop drawings to OSFM for review and approval; and, forward a copy of each to OSE.

4 Upon receipt of the OSFM approval letter, the EOR will forward a copy of the letter to the Owner, Contractor, Architect, and OSE.

5 Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to OSFM.

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance 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 keep the premises and surrounding area free from accumulation of waste materials and rubbish, 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 manufacturer is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but
only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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

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

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

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

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

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order 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 record, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect’s response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.
Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

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

1. If the Contractor requests the substitution, the Contractor is responsible for all costs associated with the substitution.

2. If the Owner requests the substitution, the Owner is responsible for any resulting increased costs to the Contractor.

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

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

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

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

§ 5.4 Contingent Assignment of Subcontracts

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

1. the 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. the 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

§ 5.6 owner's determination to award separate contracts.
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, seventeen (17%) percent of the Contractor's actual costs.
2. For the Contractor, for Work performed by the Contractor's Subcontractors, 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, seventeen (17%) percent of the Subcontractor's actual costs.
4. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.2.3 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.2. If the Contractor requests a change to the Work that involves a revision
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, 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 Contractor 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, for 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 provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents.

1. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

2. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor.

3. Representatives of the State Fire Marshal’s Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.
§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

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

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

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

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

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

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

.1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor.

.2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is
greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

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

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will
promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor’s additional costs. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the rights of either party to disagree and assert a Claim in accordance with Article 15.

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

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

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

§ 10.3.6 Reserved

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

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

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

§ 11.2.2 Reserved

§ 11.2.3 Reserved

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

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

§ 11.3.3 Limitation on the Owner’s Waiver of Subrogation
South Carolina law prohibits the State from indemnifying a private party. Accordingly, and notwithstanding anything in the Agreement to the contrary, including but not limited to Sections 11.3.1, 11.3.2, and 11.4, the Owner cannot and
does not waive subrogation to the extent any losses are covered by insurance provided by the South Carolina Insurance Reserve Fund.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation/inspection and be replaced at the Contractor’s expense without change in the Contract Time.

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

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

§ 12.2.3 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.

§ 12.2.4 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.

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

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

ARTICLE 13  MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
§ 13.1.1 The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

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

§ 13.2 Successors and Assigns
The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts
to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

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

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

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

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

.1 Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.

.2 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner’s knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

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

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

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

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

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

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

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

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

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

§ 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:

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
   .1 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;
funding for the reinstated portion of the Work has been restored;
circumstances clearly indicate a requirement for the terminated Work; and
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.

§ 15.1.5 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.

§ 15.1.6 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.

§ 15.1.7 Claims for Additional Time
§ 15.1.7.1 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 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.

§ 15.1.7.2 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.

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 not be included in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require, including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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

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

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

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

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

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

§ 15.3 Reserved

§ 15.4 Reserved

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

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

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

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

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

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

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

§ 15.6 Dispute Resolution

§ 15.6.1 If a Claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor’s Representative and Owner’s Representative. If a dispute cannot be resolved through Contractor’s Representative and Owner’s Representative, then the Contractor’s Senior Representative and the Owner’s Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but 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

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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
Attachment “A”

for

AIA A201-2017 General Conditions of the Contract for Construction – South Carolina Division of Procurement Services, Office of State Engineer Version

1. Contractor shall add the following wording to their insurance policy per General Conditions of the Contract for Construction – South Carolina Division of Procurement Services, Office of State Engineer Version of the A201-2017, Article 11 – Insurance and Bonds, page 35 of 46 that the Agency shall be named as an additional insured. The Agency shall be named and noted on the insurance form as:

   “Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students are additional insured in respect to the General Liability Policy.”

2. The contractor, subcontractors and their employees performing work for Coastal Carolina University are required to comply with Title VII of the Civil Rights Act of 1964 and the Title IX Education Amendments of 1972, and subsequent amendments.

3. The use of all forms of tobacco and smoke related products (includes but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes, and other devises allowing the ingestion, combustion, inhalation or other use of tobacco or other substances) is prohibited in or on all University property per Policy Number PRES-110 Tobacco-Free Campus created August 2008 and revised and approved December 2019.
AIA DOCUMENT G702-1992 and G703-1992
APPLICATION AND CERTIFICATE FOR PAYMENT
IS A PART OF THESE BID DOCUMENTS AS IF PRINTED HEREIN IN ITS ENTIRETY.
DOCUMENT IS AVAILABLE FOR REVIEW AT THE OFFICE OF

Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063
803-407-8284
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: Coastal Carolina University
Address: PO Box 261954
Conway, SC  29528

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: Edwards College of Humanites Roof Replacement Project
State Project Number: H17-N130-PD
Brief Description of Awarded Work: The work generally consists of the removal of the existing natural slate roofing, EPDM roofing, flashings and underlayments followed by repairs to the plywood and metal substrates, and the installation of new underlayment, composite slate tile roofing, TPO roofing, and all associated flashings and trim.
in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)

Name: Coastal Carolina University
Address: PO Box 261954
Conway, SC  29528

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 ________ , 20______ BOND NUMBER ____________________________

(to be no earlier than Date of Contract)

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)
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.

2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. The Surety's obligation under this Bond shall arise after:
   3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
   3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
   4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
   4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
      4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
      4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.

5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
   5.1 Surety in accordance with the terms of the Contract; or
   5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
   5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.

6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.

6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.

7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
   7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
   7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
   7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
   7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.

9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.

10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. Definitions
   11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
   11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.
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: Coastal Carolina University
Address: PO Box 261954
Conway, SC 29528

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: Edwards College of Humanities Roof Replacement Project
State Project Number: H17-N130-PD
Brief Description of Awarded Work: The work generally consists of the removal of the existing natural slate roofing, EPDM roofing, flashings and underlayments followed by repairs to the plywood and metal substrates, and the installation of new underlayment, composite slate tile roofing, TPO roofing, and all associated flashings and trim.

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

Name: Coastal Carolina University
Address: PO Box 261954
Conway, SC 29528

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 __________, 20______
(BOND NUMBER ________________________)

(shall be no earlier than Date of Contract)

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)
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 TO DESIGN-BID-BUILD CONTRACT

AGENCY: Coastal Carolina University

PROJECT NAME: Edwards College of Humanities Roof Replacement Project

PROJECT NUMBER: H17-N130-PD

CONTRACTOR:

CONTRACT DATE: ________

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

ADJUSTMENTS IN THE CONTRACT SUM:

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

ADJUSTMENTS IN THE CONTRACT TIME:

1. Initial Date for Substantial Completion: ________
2. Sum of previously approved increases and decreases in Days: ________ Days
3. Change in Days for this Change Order: ________ Days
4. Total Number of Days added to this Contract including this Change Order: ________ 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.
CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD

AGENCY: Coastal Carolina University
PROJECT NAME: Edwards College of Humanities Roof Replacement Project
PROJECT NUMBER: H17-N130-PD

CONTRACTOR: 

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

**ADJUSTMENTS IN THE CONTRACT TIME:**

<table>
<thead>
<tr>
<th></th>
<th>(1) Contractor</th>
<th>(2) Subcontractor</th>
<th>(3) TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Labor</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. Materials (including Sales Tax)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Rental Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Subtotal Direct Costs (sum lines 1 – 3)</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Contractor Markup (per AIA A201, Section 7.1.5)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Contractor OH&amp;P (Not to Exceed 17% of line 4, col 1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Subcontractor’s OH&amp;P (Not to Exceed 17% of line 4, col 2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Contractor markup on Subcontractor (Not to Exceed 10% of line 4, col 2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Total Contractor Markup (sum lines 5 – 7)</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Additional Bonding, Insurance and Permit Costs Associated with Change Order</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Bonds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Permits, Licenses or Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Subtotal (sum lines 9 – 11)</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Change Order Cost (sum lines 4, 8, 12, col 3)</td>
<td></td>
<td></td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**ADJUSTMENTS IN THE CONTRACT SUM:**

<table>
<thead>
<tr>
<th></th>
<th>(1) Contractor</th>
<th>(2) Subcontractor</th>
<th>(3) TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADJUSTMENTS IN THE CONTRACT SUM:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Amount of this Change Order Request:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR ACCEPTANCE:**

BY: ________________________________ Date: ________________________________

(Signature of Representative)
Print Name of Representative:

**A/E RECOMMENDATION FOR ACCEPTANCE:**

BY: ________________________________ Date: ________________________________

(Signature of Representative)
Print Name of Representative:

**AGENCY ACCEPTANCE:**

BY: ________________________________ Date: ________________________________

(Signature of Representative)
Print Name of Representative:

**Instruction to Contractor:** Attach documentation as needed to justify the requested change to the contract and submit to A/E or Agency.
SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.

B. Related Requirements:

1. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.3 PROJECT INFORMATION

A. Project Identification: Edwards College of Humanities Roof Replacement Project

1. Project Location: 133 Chanticleer Dr., West, Conway, SC 29526

B. Owner: Coastal Carolina University

1. Owner's Representative: Mr. Shawn Godwin, 755 Highway 544, Conway, SC, 29526

C. Consultant: Richard Parrish, Shepard & Associates, LLC, 3547 Dreher Shoals Road, Suite 6, Irmo, SC 29063. Phone (803) 407-8284 or richard@shepardandassociates.us

1.4 GENERAL SUMMARY

A. BASE BID WORK of the Project is defined by the Contract Documents and consists of the following:

Steep Slope Roof Areas (RAs) 1, 2, 3, 4, 5, 6, 7 & 8 (Approximately 78,150 SF): The work generally consists of the removal and disposal of the existing slate shingle roofing assembly, bituminous underlayment, metal and bituminous flashings, and sheet metal roofing at louvered metal dormers; Preparations include repairs to existing wood sheathing and/or framing as required; And the installation of new underlayment, synthetic slate shingle roofing assembly, flat locked seamed and soldered metal roofing at louvered dormers, all associated fasteners, metal flashings, and accessories, and miscellaneous work, as specified herein.
Low Sloped Roof Areas (RAs) 9 & 10 (Approximately 4,800 SF): The work generally consists of the removal and disposal of the existing EPDM membrane roofing assembly, flat and tapered insulation, and metal and EPDM flashings; Preparations include the removal and replacement of damaged or deteriorated metal decking, wire brushing, and painting oxidized existing metal decking to receive new roofing assembly; And the installation of new flat and tapered rigid insulation, saddles and crickets, TPO single ply roof membrane, TPO and metal flashings, and miscellaneous work, as specified herein.

B. TYPE OF CONTRACT

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

C. EXISTING SITE CONDITIONS

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

2. Edwards College of Humanities Building was constructed approximately 20 years ago. The roofing assets are considered original.

3. Roof Areas 1, 2, 3, 4, 5, 6, 7, & 8 (Approximately 78,150 SF)
   a. Existing roof system assembly consists of slate roofing shingles mechanically attached through asphalt impregnated roofing felt to ¾” plywood sheathing, mechanically fastened through rigid insulation to a metal deck, supported by bar joists.
   b. Slate shingles widths vary x 22” long, with an approximate 8” exposure. Slates are butted with minimal to 1/8” gap. Slate thickness is standard and varies from 3/16” to ¼”.
   c. Water drains over the eave overhangs and to ground level subgrade storm drainage. The overhangs extend beyond the masonry wall from 16” to 24” and feature dental and crown moldings below the fascia.
   d. Slope in the structure is predominately 6”:12”, with isolated slopes varying between 4-3/8” – and 5-1/4” as follows:
      1. RAs 1E, 1F & 1G – 5-1/4”: 12”
      2. RAs 1L & 1M – 4-1/2”: 12”
      3. RAs 4A & 4C – 4-7/8”: 12”
      4. RA 4B – 8”:12”
      5. RAs 5A, 5B, 6A & 6B – 4-3/8”: 12”
      6. RAs 7 & 8 – 5-3/16”: 12”
e. The general shapes of the roof areas are rectilinear.

f. The main roof area (RAs 1, 2, & 3) eaves are approximately 32’ above finished grade. The lower roof areas (RAs 4, 5, 6, 7 & 8) eaves are approximately 20’ above finished grade.

g. Roof top equipment includes:
   1. 10 Metal louvered dormers (5’ radius)
   2. Lightning protection assembly
   3. 5 Sanitary Vents

4. Roof Areas 9 & 10 (Approximately 4,800 SF)
   a. Existing system consists of an EPDM membrane adhered to flat and tapered rigid insulation, mechanically attached to a galvanized metal deck.
   b. Primary drainage is to main roof drains that connect to below grade drainage at grade. Secondary drainage is provided by overflow roof drains.
   c. Slope is created with ¼” per 12” tapered insulation that is 2” thick at the main roof drains.
   d. RA 9 is generally rectilinear, and RA 10 is semicircular in shape.
   e. Roof top equipment includes
      1. For RA 12
         a) 9 main roof drains
         b) 9 overflow roof drains
      2. For RA 13
         a) 3 main roof drains
         b) 2 overflow roof drains

D. WORK SEQUENCE

1. Work shall proceed in an orderly sequence. Phased construction is unacceptable.

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

E. COMPLETION DATE

1. Scheduling and speed of construction are of prime importance in the completion of the Work. Demolition, Preparation and New Construction shall commence as established in the Notice to Proceed. BIDDER agrees that the BASE BID WORK will be substantially complete and ready for final payment in accordance with the General Conditions within 90 calendar days after Notice to Proceed. BIDDER acknowledges that in case of inclement weather during normal workdays, weekend work may be required to complete the Work within the allotted time.
F. LIQUIDATED DAMAGES

1. Liquidated damages will be assessed in the amount of $250.00 for each calendar day the actual Contract Time for Substantial Completion exceeds the specified Contract Time.

1.5 ACCESS TO SITE

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

B. Use of Site: Limit use of project site to areas of work. Do not disturb portions of project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas of work.

2. Driveways, Walkways, and Entrances: Keep driveways, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the contractor’s expense. Any damages resulting from performance of this contract must be reported to the Consultant and the Project Manager for the University.

D. The Contractor shall keep existing drainage facilities clear of debris during construction.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
3. CONTRACTOR RESPONSIBILITIES: Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees be courteous at all times, not to use loud or profane language, and to work as quietly as possible. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation. Employees of the contractor must wear a uniform or shirt that identifies the company they represent and wear a photo identification badge at all times. No contractor employee is to fraternize with students or facility for any reason. Any employee of the contractor that deviates from this standard of conduct shall be removed from the premises and forbidden access to any CCU property.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Consultant and Owner not less than 72 hours in advance of proposed utility interruptions.

2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

E. Nonsmoking Building: Smoking is not permitted on the Facility.

1. TOBACCO FREE CAMPUSES: All facilities and grounds within the CCU campus are designated as tobacco-free areas. Smoking, E Cigarettes or chewing tobacco at any site within the University, including vehicles located on University property, is prohibited at all times. This policy extends to contractors, vendors, and temporary staff.

F. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

G. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.
2. SECURITY AND BADGING
   a. No person with a felony conviction that is disclosed by a criminal background check may be present at the worksite to perform any employment work, inspection, review, visit or other function in any capacity under this contract.
   b. The Contractor will keep a file on all criminal history record checks for all subcontractors and second tier subs which the Owner may review at any time.
   c. Cost of criminal check is the Contractor’s responsibility and the subcontractors responsibly for any tier.

1.8 SPECIFICATION AND DRAWING CONVENTIONS
   A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for unit prices.
   B. Related Requirements:
      1. Section 012600 “Contract Modification Procedures” for procedures for submitting and handling Change Orders.
      2. Section 014000 “Quality Requirements: for general testing and inspecting requirements.

1.3 DEFINITIONS
   A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
   B. The base bid is to include unit price quantities included in the documents.

1.4 PROCEDURES
   A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
   B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
   C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
   D. The Contractor is required to notify the Consultant, in writing, when approximately 75% of unit price quantities have been used.
   E. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Replacement of damaged or deteriorated ¾” plywood sheathing.
   1. 1,600 Square Feet

B. Unit Price No. 2: Replacement of damaged or deteriorated 1.5” rigid polyisocyanurate insulation.
   1. 800 Square feet

C. Unit Price No. 3: Rust and scale removal and application of rust preventative primer to corroded steel roof decking.
   1. 500 Square feet

D. Unit Price No. 4: Replacement of damaged or corroded steel roof decking.
   1. 150 Square feet

END OF SECTION 012200
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication, or installation method cannot be provided, if applicable.

b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size,
durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects/consultants and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project.

j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Consultant's Action: If necessary, Consultant will request additional information or documentation for evaluation within 5 days of receipt of a request for substitution. Consultant will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 5 days of receipt of additional information or documentation, whichever is later.


b. Use product specified if Consultant does not issue a decision on use of a proposed substitution within time allocated.
1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Consultant will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Consultant will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approvals of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.

g. Requested substitution provides specified warranty.

h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Consultant will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Consultant will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Consultant are not instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

   c. Include costs of labor and supervision directly attributable to the change.

   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Consultant.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Consultant will issue a Change Order for signatures of Owner and Contractor on the SE-380 Change Order to Design-Bid-Build Construction Contract.
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
B. Related Requirements:
   1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
   2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

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

1.4 SCHEDULE OF VALUES
A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to the Consultant at earliest possible date, but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Consultant.
      c. State project number.
d. Contractor's name and address.

e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

4. Arrange the schedule of values to indicate the following for each item listed:

   a. Description of the Work.

   b. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

      1) Material

      2) Labor

      3) Equipment

   c. Change Orders (numbers) that affect value.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.

7. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.

8. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling [five] 5 percent of the Contract Sum and subcontract amount.

9. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Consultant and paid for by Owner.
B. Ninety-six and one-half percent (96.5%) of the value of materials stored at the site and 96.5% of work accomplished, less previous payments, shall be paid by Owner to Contractor in monthly installments upon Consultant's certification.

C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment 5 days prior to due date for review by Consultant.

2. Provided an Application for Payment is received by the Consultant not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Consultant after the application date fixed above, payment shall be made by the Owner no later than 30 days after the Consultant receives the Application for Payment. Contractor shall be furnished copy of Owner's Payment Schedule indicating payment dates and outline for receipt of payment requests.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Consultant will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate amount of Unit Price quantities used from Application for Payment to Application for Payment.

5. Indicate all days where inclement weather days are being requested and work could not take place.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

3. Provide summary documentation for stored materials indicating the following:
   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
   b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
   c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Application for Payment at Substantial Completion: After Consultant issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   6. Consultant’s final punch list executed by the Contractor stating that all punch list items have been complete.
   7. List of Subcontractors by specialty, including address and telephone number.
8. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
10. AIA Document G707, "Consent of Surety to Final Payment".
11. "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)
12. Roofing Contractor's warranty to Owner.
13. Manufacturer’s warranties to Owner.
14. Evidence that claims have been settled.
15. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Digital project management procedures.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Consultant or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Prior to starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. List is to be provided to all applicable parties. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

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

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 or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

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 or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
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PF 20002.002.004

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

   b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

   c. Indicate functional and spatial relationships of components of architectural, mechanical, and electrical systems.

   d. Indicate required installation sequences.

2. Review: Consultant will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's
responsibility. If Consultant determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Consultant will so inform Contractor, who shall make changes as directed and resubmit.

1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Consultant will return without response those RFIs submitted to Consultant by other entities controlled by Contractor.

2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.


C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.

2. Project number.

3. Date.

4. Name of Contractor.

5. Name of Consultant.

6. RFI number, numbered sequentially.

7. RFI subject.

8. Specification Section number and title and related paragraphs, as appropriate.

9. Drawing number and detail references, as appropriate.

10. Field dimensions and conditions, as appropriate.

11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
D. Consultant's action: Consultant will review each RFI, determine action required, and respond. Allow 5 working days for Consultant's response for each RFI. RFIs received by Consultant after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Consultant's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.

2. Consultant's action may include a request for additional information, in which case Consultant's time for response will date from time of receipt by Consultant of additional information.

3. Consultant's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Consultant in writing within 5 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at the end of the project with close-out documents. Include the following:

1. Project Name.
2. Name and Address of Contractor.
3. Name and Address of Consultant.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Consultant’s response was received.
F. On receipt of Consultant's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Consultant within 7 days if Contractor disagrees with response.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Consultant of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Consultant, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Consultant, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of Owner and Consultant; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Time schedules.
   b. Use of the premises.
   c. Work restrictions.
   d. Working hours.
   e. Safety Requirements.
   f. Review of mockups.
   g. Possible conflicts.
   h. Compatibility requirements.
   i. Weather limitations.
   j. Manufacturer's written instructions.
k. Installation procedures.
l. Warranty requirements.
m. Temporary facilities and controls.
n. Space and access limitations.
o. Coordination with other work.
p. Protection of adjacent work.
q. Owner's occupancy requirements.
r. Procedures for moisture control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Material storage areas.
w. Equipment deliveries and priorities.
x. Security.
y. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings monthly, at a minimum, or more frequently as requested by the Owner.

1. Attendees: In addition to representatives of Owner and Consultant, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
1) Review schedule for next period.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

  a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

ENCLOSURE: AIA G716-2004 Request for Information
AIA Document G716™ – 2004

Request for Information (RFI)

TO: ___________________________ FROM: ___________________________

PROJECT: ___________________________ ISSUE DATE: ____________

RFI No.: ___________________________

REQUESTED REPLY DATE: ____________

PROJECT NUMBERS: ___________________________ COPIES TO: ___________________________

RFIDESCRIPTION: (Fully describe the question or type of information requested.)

REFERENCES/ATTACHMENTS: (List specific documents researched when seeking the information requested.)

SPECIFICATIONS DRAWINGS OTHER

SENDERS RECOMMENDATION: (If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)

RECEIVERS REPLY: (Provide answer to RFI, including cost and/or schedule considerations.)

By: ___________________________ Date: ___________________________ Copies to: ___________________________

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

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SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Startup construction schedule.
   2. Contractor's construction schedule.
   3. Construction schedule updating reports.
   4. Daily construction reports.
   5. Material location reports.
   6. Site condition reports.
   7. Special reports.
B. Related Requirements:
   1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
   2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS
A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.
B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Consultant.
C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF electronic file.

B. Startup construction schedule.
   1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
   2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Weekly Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.
I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling: Scheduling will be discussed at the Pre-Construction Conference at the Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Discuss constraints, including work stages, area separations, interim milestones and Owner occupancy.

2. Review delivery dates for equipment, materials, etc.

3. Review any outstanding submittal requirements and procedures.

4. Review and finalize list of construction activities to be included in schedule.

5. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for date of commencement to date of Substantial Completion and final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

2. Schedule shall outline time spent on each roof area during each time allotted as described on Bid Form.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities and length of time needed to complete the activity.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.


4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Consultant's administrative procedures necessary for certification of Substantial Completion.

5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

3. Work Restrictions: Show the effect of the following items on the schedule:
   a. Limitations of continued occupancies.
   b. Uninterruptible services.
   c. Use of premises restrictions.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Submittals.
   b. Fabrication.
   c. Deliveries.
   d. Installation.

5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Completion of mechanical installation, if any.
   b. Completion of electrical installation, if any.
c. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 STARTUP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within 7 days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for the duration of the project.

2.3 REPORTS

A. Weekly Construction Reports: Prepare a weekly construction report recording the following information concerning events at Project site:

1. Approximate count of personnel at Project site.

2. Material deliveries.

3. High and low temperatures and general weather conditions, including presence of rain or snow.

4. Accidents.

5. Meetings and significant decisions.

6. Unusual events (see special reports).

7. Stoppages, delays, shortages, and losses.

8. Meter readings and similar recordings.

9. Emergency procedures (if any).

10. Orders and requests of authorities having jurisdiction (if any).

11. Change Orders received and implemented.

12. Services connected and disconnected.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials
previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within 24 hours of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.

1. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

2. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of schedule to Consultant, Owner, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200
SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs or video recordings.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for unit prices for extra photographs.
2. Section 013300 "Submittal Procedures" for submitting schedules and reports.
3. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph or video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files used for documentation existing conditions with submittal package.

1. Identification: Provide the following information with each image description:

   a. Name of Project.
   b. Name of Contractor.
   c. Date photograph was taken.
   d. Description of vantage point, indicating location, direction, and elevation or story of construction.

C. Construction Photographs: Submit digital prints of each view as required to document conditions and/or unit price items.
D. Video Recordings: Submit video recordings used for documentation existing conditions with submittal package.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA


B. Digital Video Recordings (if desired in lieu of digital images): Provide high-resolution, digital video disc in format acceptable to Consultant.

PART 3 - EXECUTION

3.1 CONSTRUCTION DOCUMENTATION

A. Preconstruction Photographs or Video Recording: Before mobilizing on site, record both interior and exterior conditions of the Project site and surrounding properties from different vantage points.

1. Show existing conditions and any damages adjacent to Project site.

2. Show any damages on the inside of the building.

3. Documentation of existing conditions shall be provided to the Consultant prior to the Contractor mobilizing on site.

B. Periodic Construction Photographs:

1. Show photographs of unit price quantities utilized.

2. Show periodic photographs of project progress.

C. Final Completion Construction Photographs

1. Show photographs of project at final completion.

END OF SECTION 013233
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.

2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

3. Section 014000 “Quality Requirements” for submitting quality control schedules and reports.

4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Consultant's and owner's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Consultant's and owner’s responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."


1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Consultant and owner and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
   
   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

B. Submittal Format: Include the following information in each submittal:

1. Project name.

2. Date.

3. Name of Consultant.

4. Name of Contractor.

5. Name of firm or entity that prepared submittal.

6. Names of subcontractor, manufacturer, and supplier.

7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier, and alphanumeric suffix for resubmittals.

8. Category and type of submittal.


10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.

11. Drawing number and detail references, as appropriate.

12. Indication of full or partial submittal.

13. Location(s) where product is to be installed, as appropriate.

14. Other necessary identification.

15. Remarks.

16. Signature of transmitter.

17. Options: Identify options requiring selection by Consultant.

18. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Consultant and owner on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Consultant's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Consultant for Contractor's use.

   a. Criteria Consultant makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
   b. Digital Drawing Software Program: The Contract Drawings are available in “dwg” format.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Consultant's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Consultant will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 10 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Consultant's sub-consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal. Additional copies may be required for each type of submittal in remaining paragraphs below for projects with a construction manager or a commissioning authority.
D. Electronic Submittals: Submit electronic submittals via email as PDF electronic files. Immediately notify Consultant of all submittals made.

E. Resubmittals: Make resubmittals in same manner as initial submittal.
   1. Resubmit submittals until they are marked with approval notation from Consultant's action stamp.

F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Criteria Consultant's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Submit electronic submittals via email as PDF electronic files.
   2. Applications for Payment: Provide three original copies that include the signature of an officer or other individual authorized to sign documents on behalf of that entity and shall be notarized.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.
      d. Statement of compliance with specified referenced standards.
      e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.

g. Notation of coordination requirements.

h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams that show factory-installed wiring.

b. Printed performance curves.

c. Operational range diagrams.

d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

6. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.

b. Schedules.

c. Compliance with specified standards.

d. Notation of coordination requirements.

e. Notation of dimensions established by field measurement.

f. Relationship and attachment to adjoining construction clearly indicated.

g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.

4. Paper Transmittal: Include paper transmittal including complete submittal information indicated.

5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit [one] 1 full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Consultant or Owner will return submittal with options selected.

7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
E. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Criteria Consultants and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.

2. Date of evaluation.

3. Time period when report is in effect.

4. Product and manufacturers' names.

5. Description of product.

6. Test procedures and results.

7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR’S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Consultant.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700" Closeout Procedures."

3.2 CONSULTANT’S REVIEW

A. Review by the Consultant shall be directed to the general method of construction and shall not be construed as a complete check nor shall the review relieve the Contractor from responsibility for errors and/or omissions which may exist.

B. The notations "Reviewed" or "Make Corrections as Noted" shall authorize the Contractor to proceed with fabrication, purchase, or both subject to the revisions, if any, required by the Consultant’s review comments.

C. The Contractor shall make all revisions as required. If the Contractor considers any required revisions to constitute a change, he shall notify the Consultant under the provisions of the General Conditions.
D. Only those revisions directed or approved by the Consultant shall be shown on the resubmittal.

E. After a submittal has been approved by the Consultant, substitution of materials, equipment, and/or procedures shall not be considered unless accompanied by an acceptable explanation for the substitution.

3.3 CONSULTANT’S ACTION

A. Action Submittals: Consultant will review each submittal, make marks to indicate corrections or revisions required, and return a PDF copy to Contractor via email. Consultant will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. Reviewed No Exceptions.
2. Reviewed Exceptions Noted.
3. Revise and Re-submit.
4. Rejected.
5. Information Only.

B. Informational Submittals: Consultant will review each submittal and will not return it or will return it if it does not comply with requirements. Consultant will forward each submittal to appropriate party.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Submittals not required by the Contract Documents may be returned by the Criteria Consultant without action or may be discarded.

END OF SECTION 013300

ENCLOSURE: Foreman’s Statement Form
FOREMAN'S STATEMENT

A PROJECT MANUAL FOR

ROOF REPLACEMENT PROJECT AT

THE EDWARDS COLLEGE OF HUMANITIES

AT COASTAL CAROLINA UNIVERSITY

STATE PROJECT NUMBER: H17-N130-PD

FEBRUARY 2022

I, _____________________________ (Print Name), an employee of
_______________________________ (Print Contractor Name) hereby
state that I have my own personal copy of the above referenced project specifications and drawings, have
thoroughly read them, and have visited the work sites.

By ___________________________

Date ___________________________
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Related Requirements:

1. Section 013300 "Submittals" for submitting Shop Drawings, Product Data, Samples, and other submittals.

C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Consultant, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate those actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Consultant.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to
show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Consultant for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Consultant for a decision before proceeding.
1.5 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.

1. Reference Section 013300 for submittal of project specific shop drawings.

2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.

2. Entity responsible for performing tests and inspections.

3. Description of test and inspection.

4. Identification of applicable standards.

5. Identification of test and inspection methods.

6. Number of tests and inspections required.

7. Time schedule or time span for tests and inspections.

8. Requirements for obtaining samples.

9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Consultant. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."

3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Consultant has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.

2. Project title and number.

3. Name, address, and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.

5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.


8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.

10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.

13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.

2. Statement that equipment complies with requirements.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

4. Statement whether conditions, products, and installation will affect warranty.

5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee
payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

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

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for
J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Consultant and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Consultant.

2. Notify Consultant seven days in advance of dates and times when mockups will be constructed.

3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.

4. Demonstrate the proposed range of aesthetic effects and workmanship.

5. Obtain Consultant's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
QUALITY REQUIREMENTS

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Consultant, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspecting equipment at Project site.

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

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Consultant, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Notify Consultant, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

2. Submit a certified written report of each test, inspection, and similar quality-control service to Consultant and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.

3. Submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

4. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

5. Retest and reinspect corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Consultant.

4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Consultant's and Commissioning Authority's reference during normal working hours.

3.2 REPAIR AND PROTECTION

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

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

2. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

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

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
B. Related Requirements:
   1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

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

1.4 USE CHARGES
A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Consultant, testing agencies, and authorities having jurisdiction.
B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
C. Electric Power Service from Existing System: Owner will not furnish electricity to the Contractor during this project. Contractor to provide temporary power as necessary to complete the work of this project.

1.5 INFORMATIONAL SUBMITTALS
A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Moisture-and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
   1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
   2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
   3. Indicate sequencing of work that requires water and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
   1. Locations of dust-control partitions at each phase of the work.
   2. HVAC system isolation schematic drawing.
   3. Location of proposed air filtration system discharge.
   4. Other dust-control measures.
   5. Waste management plan.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations and requirements of authority having jurisdiction for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ANSI A117.1.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.
PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

A. Connects and Disconnects: In the event it is necessary to disconnect any electrical wiring or connections, plumbing lines, gas lines, or other building services, notify the Owner 72 hours in advance to provide sufficient advance time to minimize disruption of service. Contractor shall not disconnect or connect services unless authorized in writing by Owner.

B. Ventilated Storage Facilities: Provide, as required, facilities to maintain specific storage conditions as described within this Specification and as recommended by the materials' manufacturers for use in construction.

C. Portable Restrooms: Portable restrooms are to be cleaned and maintained on a regular basis. Location to be selected by the Owner during the pre-construction conference.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, the Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to the Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of the Owner's existing toilet facilities will not be permitted.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.

E. Electric Power Service: Provide electric power service and distribution system of sufficient size, number of phases, capacity, and power characteristics required for construction operations and testing of all installed equipment.

F. Telephone Service: Provide superintendent with cellular telephone for use during construction.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until Substantial Completion inspection date is scheduled. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Contractor's construction vehicles shall enter the project site and park in areas as directed by the Owner. The Contractor shall be responsible for coordination of traffic by his subcontractors, suppliers, etc., so as not to disrupt ongoing operations of the Owner.

D. Project Signs: No signs or advertising of any kind shall be allowed on the project site unless approved in advance by Owner.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

G. Roof Access: The Contractor shall provide equipment for access to the roof unless otherwise directed by Owner.
1. Ladders: The Contractor shall remove all ladders from the roof and site at the end of work each day. Ladders may be stored in locked storage trailer.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Limit size of work sections to safeguard adjacent materials, structures, etc. and to minimize dust and noise.

2. Protect existing facilities from damage during work. Do not overload existing paving, curbs, sidewalks, etc. with vehicle traffic. Do not overload new or existing construction with demolition debris, equipment, new materials etc.

3. The Contractor is responsible and shall be held liable for any damages to the adjacent roof assemblies, building, building contents, its occupancy, grounds, or landscaping resulting from work under the Contract. In the event of damage, Contractor will restore property to a condition equivalent to that at the time the Project started. Restoration may be necessary to construction assemblies not specified in this project manual. In such cases, repair methods and materials are subject to approval by Owner.

4. Site and roof traffic shall be confined to work areas. Contractor shall be responsible for leaks that develop in traffic areas during and after Project completion. Grounds damaged by work shall be restored to pre-work condition and shall include, but are not limited to, hauling in new acceptable fill dirt material and reseeding of the affected site.

5. Plywood, minimum 3/4-inch-thick, or other suitable materials shall be used to protect roof areas from damage that may be caused by concentrated equipment loads and foot traffic.

6. Contractor shall protect interior operations from adverse weather during roofing operations. This requirement extends beyond the immediate project scope of work to adjacent contiguous roof areas.

7. The Contractor shall keep existing drainage facilities clear of debris during construction.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
F. Temporarily Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

G. Fire Safety During Construction: Comply with all requirements identified herein as well as the more stringent requirements of the applicable codes.

1. No smoking: Smoking shall be prohibited throughout the project/construction site.

2. The Contractor shall designate a Fire Prevention Program Superintendent/Fire Safety Manager who shall be responsible for all fire safety efforts until completion and acceptance of the Work described in the Contract Documents that include but are not limited to the following:
   
a. Pre-fire Plans. Develop in cooperation with the local Fire Chief and Fire Code Official. Any changes affecting the utilization of information contained in the plan shall result in notification to the local Fire Chief and Fire Code Official.

b. Training. Job site personnel shall be trained in fire safety practices and procedures and the proper use of fire protection equipment, including hand-held fire extinguishers, hose lines, fire alarm and sprinkler systems.

c. Fire Protection Devices. Fire protection and detection equipment shall be maintained and serviced.

d. Hot Work Operations. Welding, cutting, open torches, torch-applied roof system activities, and other hot work operations shall be conducted under a permit system. A fire watch and fire extinguishers shall be provided.

e. Impairment of Fire Protection Systems. Coordinate planned, emergency or accidental impairments of fire protection systems to include tagging of impaired systems and notification of Fire Department, Alarm Company, Building Owner/Operator, and Contractors.

   f. Temporary Covering of Fire Protection Devices. Coverings placed on or over fire protection devices for protection from damage shall be immediately removed upon the completion of the Work in the room or area in which the devices are installed.

3. Provide or maintain a Temporary or Permanent Standpipe system for Fire Department use.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor’s Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Keep interior spaces reasonably clean and protected from water damage.
2. Periodically collect and remove waste containing cellulose or other organic matter.
3. Discard or replace water-damaged material.
4. Do not install material that is wet.
5. Discard or replace stored or installed material that begins to grow mold.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves right to take possession of the Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 “Closeout Procedures”.

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. Note that no substitutions for convenience are allowed per Section 012500.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Consultant's Action: If necessary, Consultant will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Consultant will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

   a. Form of Approval: As specified in Section 01 3300 "Submittal Procedures."

   b. Use product specified if Consultant does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 3300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

   1. Store products to allow for inspection and measurement of quantity or counting of units.

   2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 7700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Consultant will make selection.


6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
   a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
   a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"
5. **Limited List of Manufacturers:** Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

   a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. **Non-Limited List of Manufacturers:** Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

   a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. **Basis-of-Design Product:** Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

   a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. **Visual Matching Specification:** Where Specifications require "match Consultant's sample," provide a product that complies with requirements and matches Consultant's sample. Consultant's decision will be final on whether a proposed product matches.

   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. **Visual Selection Specification:** Where Specifications include the phrase "as selected by Consultant from manufacturer's full range" or similar phrase, select a product that complies with requirements. Consultant will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 **COMPARABLE PRODUCTS**

A. **Conditions for Consideration of Comparable Products:** Consultant will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Consultant may return requests without action, except to record noncompliance with these requirements:

   1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects/consultants and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
SECTION 017413 - PROGRESS CLEANING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.1 SUMMARY

A. Section includes administrative and procedural requirements for progress cleaning, including, but not limited to, the following:
   1. Progress Cleaning
   2. Stored Materials

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Contractor shall provide all required manpower, material, and equipment to maintain the specified standard of cleanliness.

B. Contractor shall use only those materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer or approved by the Consultant.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

A. Scrap, debris, waste material, and other items from all operations shall not be allowed to accumulate on the Project site. Debris shall be removed and properly disposed of daily in accordance with all Federal, State, and Local regulations in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way.

B. The buildings and site shall be maintained in a clean condition throughout the duration of the Project. Contractor shall comply with all requirements for cleanliness described in other sections of these Specifications.

C. Contractor shall conduct daily inspections to ensure that the requirements for cleanliness are being met. Roof surface, building interiors, and grounds in work area shall be cleaned before close of work each day.

D. Contractor shall provide storage containers for all items awaiting removal from the site. Storage containers and locations shall be approved by the Consultant and promptly disposed of when at capacity.
3.2 STORED MATERIALS

A. Stored items shall be kept in an orderly arrangement allowing maximum access and shall not impede drainage or traffic.

B. Contractor shall inspect all arrangements of materials stored on the Project site on a minimum weekly basis and shall service all arrangements in accordance with the requirements of paragraph 3.1.C of this Section.

END OF SECTION 017413
SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section.

B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for sale: Permitted on Project site.

3.3 RECYCLING WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.
6. Project Closeout Documents

B. Related Requirements:

1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
2. Section 017413 "Progress Cleaning" for progress cleaning of Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificate of Substantial Completion, SE-550, with Consultant’s completed punch list.

B. Certificate of Final Completion, SE-560 with Consultant’s completed punch list.

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

D. Consent of Surety to Final Payment, AIA G707.

E. Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
F. Contractor's Affidavit of Release of Liens, AIA G706A.

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

H. Roof Installer’s 2-year Warranty to Owner.

I. Manufacturer’s 20-year NDL Warranty to Owner.

J. As-Built Drawings – redlining any changes from the Construction Documents.

K. Operation and Maintenance Manuals.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

2. Complete final cleaning requirements, including touchup painting.

3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare the Certificate of Substantial Completion.
after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

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

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Consultant. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Consultant and owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Consultant for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.
PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

   d. Remove tools, construction equipment, machinery, and surplus material from Project site.

   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

   f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

   g. Sweep concrete floors broom clean in unoccupied spaces.

   h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

j. Remove labels that are not permanent.

k. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

l. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

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

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

3.3 PROJECT CLOSE-OUT DOCUMENTS

A. All close-out documents listed below are to be provided upon completion of the project.

B. A complete, combined digital copy is also to be provided with all close-out documents combined with separator sheets identifying each of the following items.

1. Certificate of Substantial Completion, SE-550, with Consultant’s completed punch list.

2. Certificate of Final Completion, SE-560 with Consultant’s completed punch list.

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

4. Consent of Surety to Final Payment, AIA G707.

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

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

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

8. Contractor's 2-year Watertight warranty to Owner.

9. Roof Manufacturer’s 20-year NDL Weathertight Warranty to Owner.
10. As-Built Drawings – redlining any changes from the Construction Documents.

11. Operation and Maintenance Manuals.

END OF SECTION 017700

ENCLOSURES: Contractor’s Two-Year Warranty
ASBESTOS FREE WARRANTY
Known all men by these presents, that we, (Insert Contractor Name), having installed new synthetic slate shingle roofing assembly, new TPO roofing assembly, and new metal, bituminous and TPO flashings and trim and having accomplished certain other work on the Edwards College of Humanities Roof Replacement under contract between the Coastal Carolina University and (Insert Contractor Name), warrant to Coastal Carolina University with respect to said work that for a period of two years from date of final acceptance of said work, the roofing systems including new synthetic slate shingle roof assembly, TPO roof assembly, and associated flashings shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

a. Defects or failures resulting from abuse by the Owner.

b. Defects in design involving failure of (1) structural frame, (2) load-bearing walls, and (3) foundations.

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

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

We, (Insert Contractor Name), further agree that for a period of two years from date of final acceptance referred to above, we will make repairs at no expense to the Owner to any defects which may develop in the work including, but not limited to, cracked or broken slates, sliding slates and loose slates and/or metal flashings and gutters in a manner compatible to the system and acceptable under industry standards and general practice.

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

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this _____________ day of ______________, 20 ___.

CONTRACTOR: WITNESS:

____________________________________  ______________________________________

by ________________________________  ________________________________

President (Owner)  Notary Public
Asbestos Free Warranty

Owner: Coastal Carolina University
Location of Building: 133 Chanticleer Dr., West, Conway, SC 29526
Name of Building: Thomas W. And Robin W. Edwards College of Humanities and Fine Arts
Date of Substantial Completion:

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

having furnished labor, materials, equipment and/or supplies; to include the removal of existing slate roofing, EPDM roofing, and associated flashings; repairs and preparation of the existing building; and the installation of new synthetic slate roofing assembly, TPO roofing assembly, bituminous, metal and TPO flashings and trim from, to, and/or on Edwards College of Humanities as under contract between

Coastal Carolina University

and

______________________________
(Contractor and/or Subcontractor, Material Supplier or Equipment Supplies)

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

Exceptions: ________________________________

If there are no exceptions, state “No Exceptions” here.

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

WITNESS:

______________________________
Company

______________________________
By

______________________________
Notary Public
SECTION 053100 - STEEL ROOF DECK

PART 1. GENERAL

1.1. SECTION INCLUDES:
   A. Steel roof deck and accessories

1.2. RELATED SECTIONS
   A. Section 013000 – Submittal Procedures
   B. Section 075920 – Removals and Preparation

1.3. REFERENCE STANDARDS
   A. References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.

   1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   2. ASTM A 780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
   4. ASTM A 1008/A 1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
   6. AISI - North American Specification for the Design of Cold-Formed Steel Structural Members.
   7. AWS D1.3 - Structural Welding Code - Sheet Steel.
   9. Factory Mutual (FM) loss Prevention Data Sheet 1- 29
   10. SDI Code of Standard Practice - 2014
   11. SDI RD - Standard for Steel Roof Deck
   12. SDI RDDM - Roof Deck Design Manual
13. SDI MOC2 - Manual of Construction with Steel Deck


1.4. DESIGN / PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's North American Specification for the Design of Cold-Formed Steel Structural Members and SDI RDDM Roof Deck Design Manual.

B. Roof Decking:

1. Deck shall meet the minimum design gage and yield strength specified on the drawings, or meet minimum specified section properties at specified yield strength.

2. Whenever possible, the deck shall be multi-span.


D. Fire-Test-Response Characteristics: Where indicated, provide steel deck units that are approved by UL, LLC and listed in the UL and ULC Fire Resistance Directories.

1.5. SUBMITTALS

A. Refer to Section 01300 of these Specifications for a Listing of Other Submittals required for this Project.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Deck property information for the proposed deck units as outlined in section 5.6 of SDI COSP-2014.

2. Preparation instructions and recommendations.

3. Storage and handling requirements and recommendations.

4. Erection instructions.

C. Shop Drawings: Show location, connections, bearing on supports, methods of anchoring, attachment of accessories, adjusting plate details and the manufacturer's erection instructions and pertinent details.

D. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

E. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
1.6. QUALITY ASSURANCE

A. Manufacturer Qualifications: Member in good standing of Steel Deck Institute (SDI).

B. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.

C. Welding: Qualify procedures and personnel according to AWS D1.3, Structural Welding Code - Sheet Steel.

1.7. DELIVERY, STORAGE, AND HANDLING

A. Store products in compliance with SDI MOC2

B. Separate sheets and store on dry wood sleepers; slope for positive drainage. Cut plastic wrap to encourage ventilation. Protect with a waterproof covering and ventilate to avoid condensation.

1.8. SEQUENCING

A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.

PART 2. PRODUCTS

2.1. MANUFACTURERS

A. Subject to compliance with requirements, manufacturers whose products may be included in the Work include, but are not limited to, the following:

1. Consolidated Systems, Inc.
2. Epic Metals Corp.
3. United Steel Deck, Inc.
4. Vulcraft, Division of Nucor
5. Wheeling Corrugating Co.

2.2. ROOF DECK

A. Steel Roof Deck - General: Fabricate deck to comply with SDI RD - Standard for Steel Roof Deck, with the minimum section properties indicated. Deck type and thickness shall be as indicated on the Drawings:

1. Type B Wide Rib deck is 1-1/2 inches deep and 36 inches wide with nested side laps.
B. Deck Materials

1. Sheet steel for galvanized deck shall conform to ASTM A 653/A 653M Structural Steel, with a minimum yield strength of 33 ksi (230 MPa) or other galvanized structural sheet steels or high strength low alloy steels in accordance with AISI S100, Section A2.

2. Sheet steel for uncoated or phosphatized top/painted bottom deck shall conform to ASTM A 1008 / A 1008M with a minimum yield strength of 33 ksi (230 MPa) or other structural sheet steels or high strength low alloy steels in accordance with AISI S100, Section A2.

3. Sheet steel for accessories shall conform to ASTM A 653/A 653M, Structural Steel for structural accessories, ASTM A 653/A 653M Commercial Steel for non-structural accessories, or ASTM A 1008 / A 1008M for either structural or non-structural accessories. Other structural sheet steels or high strength low alloy steels shall be permitted in accordance with AISI S100, Section A2. All sheet steel for accessories shall have a minimum specified yield strength of 33 ksi (230 MPa).

C. Deck Finish

1. Galvanized coating shall comply with ASTM A 924/A 924M with zinc coating as follows:

   2.2.C.1.1. G60

2. Primer-painted finish gray on both the top and bottom sides.

2.3. ACCESSORIES

A. Column closures, end closures, side closures and cover plates shall be the standard type provided by the deck manufacturer unless indicated otherwise on the Drawings.

B. Galvanizing Repair Paint for Roof Decks: High-zinc-dust content paint for re-galvanizing welds in galvanized steel conforming to ASTM A 780.

C. Fasteners: As manufactured by Teks, Hilti, Buildex, Simpson Strong-Tie or approved equal.


D. Flexible Closure Strips.
PART 3. EXECUTION

3.1. EXAMINATION

A. Confirm that all items to be removed, have been, and that appropriate substrate has been installed and appropriately attached to structure for support of the new steel roof deck.

B. Carefully inspect the roof deck. If, in the Contractor’s opinion, there are areas of decking which require repair or replacement, notify Roof Consultant. Do not proceed with repair or replacement until directed by Roof Consultant. Correct all unsatisfactory substrate conditions prior to the application of new metal roof deck.

C. Application of new materials constitutes approval by the installing roofing contractor that the substrate conditions are satisfactory.

3.2. PREPARATION

A. Refer to Section 07591 for work required prior to installation of new roof assembly.

B. Clean deck surfaces and ribs thoroughly prior to installation.

C. Remove any existing deteriorated roof deck and replace with new decking to match existing profile and thickness. Maintain and submit daily log of deck replacement work.

D. Locate deck bundles to prevent overloading of support members.

3.3. INSTALLATION – GENERAL

A. Install deck panels and accessories in accordance with the Contract Documents approved installation drawings and requirements of this Section.

B. Place deck panels on structural supports and adjust to final position with ends aligned. Attach firmly to the supports immediately after placement in order to form a safe working platform.

C. Cut and neatly fit deck units and accessories around openings and other work projecting through or adjacent to the decking.

3.4. INSTALLATION – ROOF DECK

A. Install and fasten deck and accessories in accordance with the Contract Documents, approved installation drawings and requirements of ANSI/SDI RD.

B. Roof deck to be attached with 36/4 fastening pattern at interior supports of deck panel and at 6” O.C. around perimeter. Fastening to be made with #12 screws to supports with a minimum of (1) #10 sidelap fastener at 30” O.C., equally spaced between supports.

C. All roof deck shall be placed to provide a minimum (2) span condition.

D. End Bearing: Install deck ends over supports with a minimum end bearing of 1-1/2 inches (38 mm) unless otherwise shown on approved installation drawings.
E. Side Closures: Fasten to supporting structure and deck in accordance with the Contract Documents, approved installation drawings and requirements of ANSI/SDI RD.

F. Ridge and valley plates, flat plates at changes of deck direction and sump pans, shall be fastened to the deck in accordance with the Contract Documents, approved installation drawings and requirements of ANSI/SDI RD.

3.5. INSPECTION AND REPAIR

A. Before installation of the new roof assembly, the deck shall be inspected for tears, dents, or other damage that may prevent the deck from acting as a tight and substantial form. Replace decking which has been damaged or permanently deflected.

B. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint.

C. Repair Painting: Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.

3.6. PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 05310
SECTION 061000 - ROUGH CARPENTRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Wood blocking and nailers.
   2. Plywood sheathing.

B. Related Sections include the following:
   1. Division 7 Section 07 5920 "Removals & Preparation".
   2. Division 7 Section 07 3200 "Composite Slate Roofing".

1.3 DEFINITIONS

A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
   1. NLGA - National Lumber Grades Authority.
   2. SPIB - Southern Pine Inspection Bureau.
   3. ALSCBR - American Lumber Standards Committee Board of Review

1.4 SUBMITTALS

A. Material Certificates: Manufacturer’s Certificate of Compliance with the material specifications of this section, signed by a responsible officer of the manufacturing firm and notarized.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated as documented according to ASTM E 548.
PART 2  PRODUCTS

2.1  MANUFACTURERS

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:

   1. Lumber:


      b. Georgia-Pacific Corporation.

      c. Louisiana-Pacific Corporation.

      d. International Paper Corp.

2.2  WOOD PRODUCTS, GENERAL

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

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

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

   3. Provide dressed lumber, S4S, unless otherwise indicated.

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

2.3  MISCELLANEOUS LUMBER

A. For concealed boards that are not in contact with masonry or concrete surfaces, provide lumber with 19 percent maximum moisture content and of the following species and grades:

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

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

C. Application: Treat all rough carpentry that is not in contact with masonry or concrete surfaces for use “above grade” to include, but not limited to, the following:

   1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, and waterproofing.
2.4 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA C-2 (Ground Contact lumber) and AWPA C9 (plywood).

B. Preservative Chemicals: Acceptable to authorities having jurisdiction the following or approved equal:

1. Alkaline Copper Quaternaries (ACQ-C or D).

C. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.

D. Retention of preservative shall be 0.40 pcf.

E. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.

F. Application: Treat all rough carpentry to include, but not limited to, the following:

1. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.5 PLYWOOD BACKING PANELS AND SHEATHING

A. Miscellaneous Backing Panels: CDX, DOC PS 1, Exterior Exposure 1, C-D Plugged, ¾-inch thickness indicated or, if not indicated, not less than 1/2 inch (12.7 mm) thick.

B. Sheathing: CDX, DOC PS 1, Exterior Exposure 1, C-D Plugged, thickness indicated or, if not indicated, not less than 3/4 inch (12.7 mm) thick.

C. Do not store sheathing outdoors or expose to moisture.

2.6 FASTENERS

A. Reference Division 7 Section 07 5920 “Removals and Preparation”

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

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate blocking and similar supports to comply with requirements for attaching other construction.
B. Separate any aluminum metal component from preservative treated lumber with minimum divorcing layer of 15lb. asphalt saturated building paper. Use appropriate stainless-steel fasteners.

C. Never use aluminum fasteners with preservative treated wood.

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

E. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

F. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Published requirements of metal framing anchor manufacturer.

2. Table 2304.10.1, "Fastening Schedule," in the International Building Code.

H. For wood-to-wood connections use ring shanked, hot dipped galvanized nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

END OF SECTION 061000
SECTION 07 3200 – COMPOSITE SLATE ROOFING

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.2. SUMMARY

A. Section Includes:
   1. Composite Slate Shingles.
   2. Underlayment.

B. Related Sections:
   1. Section 01 6000 “Product Requirements”.
   2. Section 06 1000 “Rough Carpentry”.
   3. Section 07 5920 “Removals and Preparation”.
   4. Section 07 6200 “Flashing and Sheet Metal”.

1.3. REFERENCES


1.4. DEFINITIONS

A. Roofing Terminology: See ASTM D 1079 and glossary in NRCA’s “The NRCA Roofing and Waterproofing Manual” for definitions of terms related to roofing work in this
1.5. ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: Of each color, size, texture, and shape.
   1. Include similar Samples of trim and accessories involving color selection.
   2. Samples for Verification: For the following products, of sizes indicated, to verify color selected:
      a. Composite Slate Shingle: Full Size, of each color, size, texture and shape.
      b. Fasteners: Three fasteners of each type, length, and finish.

1.6. INFORMATIONAL SUBMITTALS

A. Material Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each slate variety.

B. Warranty: Sample of Contractor’s Watertight Warranty to Owner.

C. Warranty: Sample of Manufacturer’s Warranty to Owner

1.7. MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Slate Shingles: 2% of total roof area installed, including each type and color, stacked on edge on/in a wooden pallet frame secured with metal banding straps.

1.8. QUALITY ASSURANCE

A. Roofing Contractor Qualifications: A Roofing Contractor experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Installer shall employ workers trained and approved by manufacturer. The Roofing Contractor shall be licensed as a specialty roofing contractor with at least 5 years of contracting experience in the type of work involved in this project and must have performed work similar to the proposed scope of work. Evidence of qualifications must be available by the Contractor upon request of the Owner.

B. All subcontract trades to the Roofing Contractor must be licensed in their specialty trade area if specialty area is governed by SC Department of Labor, Licensing and Regulation. Evidence of qualifications must be available by the Contractor upon request of the Owner.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service
1.9. QUALITY CONTROL

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

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

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

D. Superintendent responsibilities will include, but are not limited to the following:

1. Scheduling and coordination of the work with General Contractor.
2. Maintain daily log which will include quantities of unit price work.
3. Project safety, both general and specific to the daily activity.
5. Overall quality control regarding removals, preparations, and the installation of the new components.
6. Act as Point of Contact with the Owner’s designated point of contact and the Architect.

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

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

1. Access to the Work.
2. Incidental labor and materials necessary to facilitate inspections.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate inspections.
1.10. MATERIAL QUALITY ASSURANCE:
   A. Mockups: Build mockups to verify selections made under sample submittals and to
demonstrate aesthetic effects and set quality standards for material and execution.
      1. Build mockups for slate shingles including related roofing materials.
      2. Approval of mockups does not constitute approval of deviations from the Contract
         Documents contained in mockups unless Architect specifically approves such
         deviations in writing.
      3. Approved mockups may become part of the completed Work if undisturbed at time
         of Substantial Completion.
   B. Pre-Installation Conference: Conduct conference at Project site.

1.11. DELIVERY, STORAGE, AND HANDLING
   A. Deliver products to project site in manufacturer's unopened pallets, labeled with data
      indicating compliance with specified requirements.
   B. Store products in manufacturer's unopened packaging until ready for installation.
   C. Store product in protected environment, clear of moisture, and protected from
      construction activities. Condition Product at temperatures above 45 degrees F (7.2
      degrees C). Do not store on site for prolonged period.
   D. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double stack
      rolls.
      1. Handle, store, and place roofing materials in a manner to avoid significant or
         permanent damage to roof deck or structural supporting members.
   E. Protect unused underlayment from weather, sunlight, and moisture when left out
      overnight or when roofing work is not in progress.

1.12. WARRANTY
   A. Contractor’s Warranty Period: 2 years from the date of Substantial Completion.
   B. Material Manufacturer’s Warranty: 50 years for synthetic slate.

PART 2 - PRODUCTS

2.1. COMPOSITE SLATE SHINGLES
   A. Basis of Design: “Aledora S-Series” by Inspire by Boral, Boral Building Products, which is
      located at: 29797 Beck Rd.; Wixom, MI 48393; Toll Free Tel: 800-971-4148 Fax: (800) 971-
B. Other Acceptable Manufacturers:


2. “Brava Old World Slate” (12x23”) with manufacturer supplied starter and ridge tiles as manufactured by Brava Roof Tile www.bravarooftile.com

C. Requests for substitutions will be considered in accordance with provisions of Section 012500.

2.2. COMPOSITE SLATE TILES – GENERAL

A. Hail Rating: Class 4, tested in accordance to UL 2218.

B. UV Exposure: Fade resistant with no trace of cracking, spalling or deformation after over 9,500 hours in Xenon Arch Chamber, tested in accordance with ASTM G 155.

C. Wind Driven Rain / Wind Uplift: Up to 110 MPH - no water infiltration through sheathing. No tile blow-off or tearing when tested in accordance with Miami Dade County Protocol - TAS 100.

D. Freeze Thaw Cycle: No signs of damage or cracking after 350 cycles when tested in accordance with ASTM C 666 / C 666M.

E. Water Absorption: No appreciable weight gain when tested in accordance with ASTM C 272.

F. Water Permeation: Tile to be impermeable in accordance with ASTM E 96 / E 96M.

G. Tensile Strength: Average Tensile Strength: 1,957psi / Average Modulus of Elasticity: 366,312 when tested in accordance with ASTM D 638.

2.3. COMPOSITE SLATE TILES – ALEDORA S-SERIES

A. Aledora S-Series Slate Tiles: As manufactured by Inspire by Boral.

   2. Height: 18 inches.
   3. Width: 12 inches.
   4. Thickness: 0.5 inches.
   5. Weight: Class A - 1.25 lbs. per tile.
   6. Weight: Class C - 1.25 lbs. per tile.
7. Sold in bundles: 24 tiles per bundle.

   a. Approximately 192 tiles per square.
   b. Approximately 8 bundles per square.

9. Fire Resistance Classification: Class A.

10. Fire Resistance Classification: Class C.

11. Injection molded with integrated cambered design to eliminate flexing of roof tiles.

12. Service Temperature: No warping at temperatures in excess of 180°F.

13. Chemical Compatibility: Minimal reactions, if any, when exposed to asphalt, oleic acid, plus others.

B. Traditional Colors: As selected by the Owner and Consultant.

C. Slate Tile Accessories:

1. Slate Starter Tile:
   a. Dimensions: 14 inches in height by 12 inches in width.
   b. Color to match specified Composite Slate Tiles.
   c. Sold in bundles of 25 tiles per bundle.
   d. 1 linear foot per tile or 25 lineal feet per bundle.

2. Hip and Ridge:
   a. Dimensions: 18 inches in length by 6 inches in width on each side of the hip or ridge.
   b. Color to match specified Composite Slate Tiles.
   c. Slopes to match those specified on Drawings.
   1. Varies from 4-3/8:12 to 8:12 pitch.
   d. Sold in bundles of 25 tiles per bundle.
   e. 6 inches of coverage per tile or 12.5 lineal feet per bundle.
2.4. UNDERLAYMENT MATERIALS

A. Felts: ASTM D 226 or ASTM D 4869, 15#, Type I, asphalt-saturated organic felts, nonperforated. Such as Shingle-Mate® as manufactured by GAF.

B. Water and Ice-Dam Protection Membrane: Granular Surfaced: ASTM D 1970, minimum of 55-mil- (1.4-mm-) thick sheet; High Temperature, glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied. Such as GAF Weather Watch®

2.5. ACCESSORIES

A. Slating Nails: ASTM F 1667, copper or stainless-steel, smooth shanked, wire nails; 0.135-inch minimum thickness; sharp pointed; with 3/8-inch minimum diameter flat head; of sufficient length to penetrate deck a minimum of 3/4”.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

B. Felt Underlayment Nails: Stainless-steel, or hot-dip galvanized-steel wire nails with low-profile capped heads or disc caps, 1-inch minimum diameter.

2.6. METAL FLASHING AND TRIM

A. General: Comply with requirements in Section 07 6200 "Flashings and Sheet Metal."

1. Sheet Metal: Kynar Painted Aluminum (0.40)

2. Sheet Stainless Steel (26 ga.)

3. Copper (16 oz. and 20 oz.)

B. Fabricate sheet metal flashing and trim to comply with recommendations that apply to design, dimensions, metal, and other characteristics of the item in SMACNA's "Architectural Sheet Metal Manual" and “Copper and Common Sense” by Revere Copper Products.

C. Vent-Pipe Flashings: Provide minimum 4 lb. lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.

PART 3 - EXECUTION

3.1. EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking; and that installation is within flatness tolerances.

2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and
completely anchored and that provision has been made for flashings and penetrations through roofing.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2. UNDERLAYMENT INSTALLATION

A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

B. Double-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Install a 19-inch wide starter course at eaves and completely cover with full-width second course. Install succeeding courses lapping previous courses 19 inches in shingle fashion. Lap ends a minimum of 6 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt underlayment nails.

1. Terminate felt underlayment extended up not less than 4 inches against sidewalls, curbs, chimneys, and other roof projections.

C. Water and Ice-Dam Protection Membrane: Install water and ice-dam protection membrane, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at eave, rake, valley, pipe penetration, hip and ridge locations, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.

D. Metal-Flashed, Open-Valley Underlayment: Install two layers of 36-inch-wide water and ice-dam protection membrane centered in valley. Stagger end laps between layers at least 72 inches. Lap ends of each layer at least 12 inches in direction to shed water.

1. Lap roof-deck felt underlayment over first layer of valley underlayment at least 6 inches.

3.3. METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Section 07 6200 "Sheet Metal Flashing and Trim."

B. Apron Flashings: Extend lower flange over and beyond each side of downslope slate shingles and up the vertical face surface of the adjacent wall or dormer.

C. Step Flashings: Install with a head lap of 3 inches and extend both horizontally and vertically. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying slate shingle. Fasten to roof deck only.

D. Hip & Ridge Flashings: Install centrally over hip with lower edge of flashing concealed by butt of overlying slate shingle. Fasten to roof deck.

E. Valley Flashings:
3.4. SLATE SHINGLE INSTALLATION

A. General: Beginning at eaves, install slate shingles according to the SRCA’s written installation guidelines and as follows:

1. Install metal drip edge at eave edges.
2. Install shingle starter course chamfered face down over cant and underlay.

B. Install first and succeeding shingle courses with chamfered face up. Begin installation with full-width first course end slate at rake edge.

1. Offset joints of uniform-width slate shingles by half the shingle width in succeeding courses.

C. Maintain a 3-inch-minimum head lap between succeeding shingle courses.

D. Maintain a 6-inch exposure on all courses (adjust to maintain minimum head lap per manufacturer).

E. Maintain uniform exposure of shingle courses between eaves and ridge.

F. Extend shingle starter course and first course minimum 1/2 inch over fascia at eaves.

G. Extend shingle starter course and succeeding courses 1/2 inch over fascia at rakes. Ensure factory edge is facing out.

H. Cut and fit slate neatly around roof vents, pipes, ventilators, and other projections through roof. Provide tube sealant under slates in a manner to prevent windblown rain from entering the dry side of the roof assembly. Refer to Project drawings.

I. Hang each slate with two slating nails for each shingle with nail heads lightly touching slate. Do not drive nails home drawing slates downward or leave nail head protruding enough to interfere with overlapping shingle above.

1. All slate shingles are to be hand nailed. Nail guns will not be permitted on this project.

J. Ridge/Hips: Install and anchor slate hips in saddle configuration.

1. Install and anchor wood nailer strips of thickness to match abutting courses of slate shingles. Anchor hip slate to nailer strip with three nails located in upper third of hip-slate length.
2. Notch starter shingle and first shingle course at hip to fit around nailer strips so no wood is exposed at ridge eave.

K. Open Valleys: Install metal valley flashing using metal cleats and fasteners every 2’ on each side of the valley.

1. Slates must cover the valley flashing a minimum of 4”.
2. Do not drive slate hanging nails through the valley flashing metal, use a hanging method to secure valley slates as needed.

3.5. ADJUSTING AND CLEANING

A. Remove and replace damaged or broken slate shingles.

B. Remove excess slate and debris from Project site.

END OF SECTION 07 3200
SECTION 075400 - THERMOPLASTIC MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Mechanically fastened membrane roofing system.
   2. Roof insulation.

B. Related Sections include the following:
   1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
   2. Division 7 Section "Removals and Preparation" for work required prior to installation of new roof assembly.
   3. Division 7 Section "Flashing and Sheet Metal" for metal fascia, fascia wrap, counter flashings.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Retain two definitions below if design uplift pressure subparagraphs based on SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems" are retained in "Performance Requirements" Article. The membrane roofing system must resist, at a minimum, design uplift pressure. Design uplift pressure, multiplied by a safety factor, produces the factored design uplift pressure.

C. Design Uplift Pressure: The uplift pressure, calculated according to procedures in SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems," before multiplication by a safety factor.

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Roofing System Design: Provide a membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist the factored design uplift pressures calculated according to SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems." Roofing system design shall meet or exceed a FM 1-120 rated system.

2. Perimeter Design Uplift Pressure: 82 lbf/sq. ft.
4. Safety Factor: 2

D. Reference project drawings for enhanced attachment zones for Flexible Sheet Membrane application.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For roofing system. Include plans, sections, and details of attachments to other Work.

1. Base flashings and membrane terminations.
2. TPO field and perimeter sheet layout and attachment pattern.
3. Tapered Insulation at backslopes against walls and saddles between drains & crickets on the upslope side of equipment.
4. Insulation fastening patterns.

C. Samples for Verification: For the following products:

1. 12-by-12-inch (300-by-300-mm) square of sheet roofing, of color specified, including T-shaped side and end lap seam.
2. 12-by-12-inch (300-by-300-mm) square of roof recover board.
3. 12-by-12-inch (300-by-300-mm) square of walkway pads or rolls.
4. 12-inch (300-mm) length of metal termination bars.

5. 12-inch (300-mm) length of battens.

6. Four insulation and recover board fasteners of each type, length, and finish.

7. Four roof membrane cover fasteners of each type, length, and finish.

D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Submit evidence of meeting performance requirements.

F. Qualification Data: For Installer and manufacturer.

G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.

H. Research/Evaluation Reports: For components of membrane roofing system.

I. Maintenance Data: For roofing system to include in maintenance manuals.

J. Warranties: Special warranties specified in this Section.

K. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.

B. Manufacturer Qualifications: A qualified manufacturer that has UL listing and FMG approval for membrane roofing system identical to that used for this Project.

C. Source Limitations: Obtain components for membrane roofing system approved by roofing membrane manufacturer.

D. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
E. Preinstallation Roofing Conference: Before starting construction, conduct conference at Project site. Comply with requirements for preinstallation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof recover construction and roofing system including, but not limited to, the following:

1. Meet with Owner, Roof Consultant, and roofing system manufacturer's representative.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine existing substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation. Storage exposed to weather in manufacturer’s original packaging alone is not sufficient. Provide tarps and store above ground on pallets at a minimum.
D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck. Do Not Stockpile equipment or materials on the roof.

1.8 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

B. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.

C. No Asbestos Containing Materials are to be incorporated into the work as a part of this contract.

1.9 WARRANTY

A. Manufacturer’s Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, fasteners, insulation, walkway products and other components of membrane recover roofing system.

2. Warranty Period: 20 years from date of Substantial Completion.

a. Provide 90 MPH Wind Rider with Mfg.’s 20 Year NDL Warranty.

b. Mfg.’s 20 Year NDL Warranty cannot be Pro-Rated.

B. Special Project Warranty: Submit roofing Installer's watertight warranty, on warranty form provided in Section01740 CD Warranties, Insurance & Bonds, signed by Installer, covering Work of this Section, including all components of membrane roofing system such as roofing membrane, base flashing, flexible sheet and metal flashings, insulation cover board, base insulation layers, fasteners, sheet metal components, and walkway products for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
1. Products: Subject to compliance with requirements, provide one of the products specified.

2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 THERMOPLASTIC POLYOLEFIN ROOFING MEMBRANE

A. Fabric-Reinforced Thermoplastic Polyolefin Sheet: Uniform, flexible sheet formed from a thermoplastic polyolefin, internally fabric or scrim reinforced, and as follows:

1. Manufacturers:
   b. Carlisle SynTec Incorporated.
   c. GAF Building Products Company.

2. Thickness: 60 mils, minimum.

3. Field Sheet Width: 10’ nominal.

4. Perimeter Half Sheet Width: 5’ nominal.

5. Exposed Face Color: White

6. Physical Properties:
   a. Breaking Strength: 225 lbf (1 kN); ASTM D 751, grab method.
   c. Tearing Strength: 55 lbf (245 N) minimum; ASTM D 751, Procedure B.
   d. Brittleness Point: Pass at Minus 22 deg F (30 deg C).
   f. Resistance to Heat Aging: 90 percent minimum retention of breaking strength, elongation at break, and tearing strength after 166 hours at 240 deg F (116 deg C); ASTM D 573.
   g. Water Absorption: Less than 4 percent mass change after 166 hours' immersion at 158 deg F (70 deg C); ASTM D 471.
   h. Linear Dimension Change: Plus or minus 2 percent; ASTM D 1204.
2.3 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.

B. Sheet Flashing: Manufacturer's standard unreinforced thermoplastic polyolefin sheet flashing, 55 mils thick, minimum, of different color as sheet membrane.

C. Bonding Adhesive: Manufacturer's standard solvent-based bonding adhesive for base flashings.

D. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.

E. Metal Battens: Manufacturer's standard aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch (25 mm) wide by 0.05 inch (1.3 mm) thick, pre-punched.

F. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.

G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, and other accessories.

2.4 ROOF INSULATION

A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.

B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 2, Grade 2 all glass facer on both major surfaces such as ENERGY3 CGF. Maximum board size for mechanical attachment: 4’x8’x1-1/2”

1. Manufacturers:


   b. Carlisle SynTec Incorporated.

   c. GAF

C. Tapered Polyisocyanurate Insulation: Provide factory-tapered polyisocyanurate insulation boards fabricated to slope of ¼” per 12 inches. Use monolithic board only, factory laminated board is not acceptable.
D. Tapered Polyisocyanurate Insulation: At crickets between drain valleys, provide factory-tapered polyisocyanurate insulation boards fabricated to slope of \( \frac{1}{2} \)” per 12 inches. Use monolithic board only, factory laminated board is not acceptable.

E. Tapered Edge Strips: Wood fiber in full range as provided by Manufacturer from \( \frac{1}{2} \) inch to 2 inch at thick edge; Provide \( 0” - \frac{1}{2}” \times 6” \) tapered edge strip at leading edge of tapered insulation saddles.

F. Provide pre-formed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping around fixed equipment and to roof drains. At cricket conditions, fabricate to slopes double the normal slope of the roof.

2.5 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced.

2. Verify that wood blocking and nailers are securely anchored to roof deck at terminations and that nailers match thicknesses of insulation.

3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Refer to Section 075920 for work required prior to removal of existing roof system, and preparations required to receive new roofing.

B. General: After removal of existing roof system and deck preparation is complete, remove all dirt, dust, debris and foreign substances from roof deck and ribs of roof deck, prior to commencement of roofing.

C. Where exposed, examine roof deck to verify deck is in sound condition without visible damage or rust. Repair or replace existing roof deck as specified in Section 075920 of these specifications.

D. Examine any exposed metal roof deck at roof perimeter to confirm edge of roof deck is fastened to structure at maximum 6” centers. Install missing fasteners and replace dam-
aged fasteners at the perimeter of all roof areas as specified in Section 075920 of these specifications.

E. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSULATION INSTALLATION

A. Install roof system insulation material as follows:

1. Coordinate installing membrane roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.

2. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.

3. Loose lay one layer of 1.5” inch base insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding ¼-inch (6 mm) with insulation.

   a. Cut and fit insulation within ¼-inch (6 mm) of nailers, projections, and penetrations.

4. After the installation of the 1.5” base insulation, loose lay ¼” tapered polyisocyanurate insulation, with ½” starting thickness, starting at the drain valley and working upslope to the ridge, offsetting joints of adjacent insulation boards, between rows and layers, a minimum of 12”.

5. Form crickets between drains and along the upslope side of all curb mounted equipment with base widths exceeding 18-inches using factory tapered polyisocyanurate insulation, fill units and tapered edge strips. Crickets, saddles and tapered edge strips must be installed before application of insulation overlayment.

   a. The cricket between main roof drains shall be formed with insulation boards tapered to a ½-inch per foot slope.

6. Mechanically Fastened Insulation:

   a. Install both flat and tapered layers of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type. Fasten each full insulation board with 6 fasteners per board in a pattern as described in FM Loss Prevention Data Sheet 1-29.

   b. In no case less than 2 fasteners per single board segment.
3.4 MECHANICALLY FASTENED ROOFING MEMBRANE INSTALLATION

A. Install roofing membrane over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.

1. Install sheet according to ASTM D 5082.

B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

C. Accurately align roofing membranes and maintain uniform side and end laps of minimum dimensions required by manufacturer to meet the design pressures specified in this section. Stagger end laps at a minimum by the width of the membrane roll.

D. Picture frame perimeter in manufacturer’s perimeter half sheets in accordance with the manufacturer’s written recommendations. Include additional fastening at corners as called for by manufacturer.

1. Fasten all sheets in compliance with a FM 1-120 rated system at 12” OC in a line perpendicular the decking flutes or as established by the flexible sheet membrane manufacturer. All membrane shall be mechanically attached to the top flute of the metal decking.

2. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.

E. Apply roofing membrane with side laps shingled with slope of roof deck where possible.

F. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.

1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.

2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

3. Repair tears, voids, and lapped seams in roofing membrane that does not meet requirements.

G. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
H. In-Splice Attachment: Secure one edge of roofing membrane using fastening plates or metal battens centered within membrane splice and mechanically fasten roofing membrane to roof deck. Field-splice seam.

I. Through-Membrane Attachment: Secure roofing membrane using fastening plates or metal battens and mechanically fasten roofing membrane to roof deck. Cover battens and fasteners with a continuous cover strip as recommended by manufacturer.

J. Install roofing membrane and auxiliary materials to tie into existing conditions.

K. All "T" joints in the roof membrane must be overlaid with T-joint covers, heat welded on all sides.

3.5 INDUCTION WELDING ROOFING MEMBRANE ALTERNATE TO MECHANICAL INSTALLATION:

A. Install roofing membrane over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.

B. Install sheet according to ASTM D5082.

C. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

D. Equipment Settings

1. As with any electrical tool, it is imperative that the tool receive the recommended amount of current for its proper operation. Damage could result from overload (surge) as well as a low voltage situation. No other electrical devices shall be run at the same time as the RhinoBond® Portable Bonding Machines.

2. The RhinoBond® tool must be adjusted to achieve the maximum bond strength with most roofing membranes between 0° and 120° F.

E. Calibration of the Machine

1. The user must adjust the RhinoBond® tool to achieve maximum bond strength with TPO roofing membranes from 0° to 120° F ambient temperatures. The tool leaves the factory set to deliver an optimal weld with most membranes at 70°F when set to an energy level of “0”. The energy level must be adjusted up (+1, +2, etc.) when temperatures are below 70°F, and down (-1, -2 etc) when temperatures are above 70°F. These adjustments can be made by using the up/down arrow keys next to the display window on the machine.

2. In an area adjacent to the day’s work, lay out 5 RhinoBond® Plates 10” apart and cover them with a fresh piece of field membrane approximately 18” x 5’.
3. Locate the plates under the membrane by dragging your foot across the surface of the membrane. After locating the RhinoBond® Plate, center the machine’s red location circle directly over the plate.

4. Determine an initial setting based on the ambient temperature. Remember that 70°F is a “0” energy setting on the display. On a 110°F day in Phoenix, AZ your initial energy setting may be “2” or “3”.

5. Weld the first plate at your initial energy setting and immediately place the cooling clamp onto the plate and mark the setting with the lumber crayon. Increase the energy setting using the “up” arrow on the machine by a unit of 1. Weld the second plate to the right of the first plate; mark the setting in crayon and put the second cooling clamp on the plate. Increase by another unit of 1 and weld the third plate. Repeat this process for the next two plates – installing them to the left of your first weld – except reduce the energy setting by a unit of 1 from your original setting each time. From left to right, your set of plates will be marked as follows (on a 70 degree F day): -2, -1, 0, 1, 2.

6. Let the membrane over the plates cool to ambient temperature and fold the membrane overexposing the RhinoBond® Plates. Standing on the membrane, use your pliers to grip the plate and pull the plate from the test material, delaminating the plate from the membrane in the process.

7. Three distinct types of bonds are probable, and are as follows: Full bond, an even and consistent weld of the membrane to the plate. The plate will also leave an impression in the membrane. This is a spec installation. Uneven/incomplete weld of the plate to the membrane. Cause of failure may be energy source set too low, machine not centered over the plate completely, or the plate may be over-driven. This would be a complete or partial hit of the plate. Remember, a full concentration of heat applied to the plate is needed to achieve a spec weld.

F. Accurately align roofing membranes and maintain uniform side and end laps of minimum dimensions required by manufacturer to meet the design pressures specified in this section. Stagger end laps at a minimum by the width of the membrane roll.

G. Full-width rolls shall be installed in the field and perimeter regions of the roof.

H. Overlap full roof membrane sheets a minimum of 3” for side and end laps.

I. Install membrane so that the lap runs across the roof slope and lapped toward the drainage points, if possible.

J. All exposed sheet corners shall be rounded a minimum of 1”.

K. All cut edges of reinforced TPO membrane must be sealed with TPO Cut Edge Sealant.
L. Weld TPO to RhinoBond® Plates with RhinoBond® Portable Bonding Tool. Weighted cooling magnets are placed over the bonded membrane/plates for a minimum of 45 seconds.

M. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane with 2” machine welds or 1.5” field welds, or according to manufacturer's written instructions to ensure a watertight seam installation.

1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.

2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

3. Repair tears, voids, and lapped seams in roofing membrane that does not meet requirements.

N. In-Splice Attachment: Secure one edge of roofing membrane using fastening plates or metal battens centered within membrane splice and mechanically fasten roofing membrane to roof deck. Field-splice seam.

O. Install roofing membrane and auxiliary materials to tie in to existing conditions.

3.6 BASE FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

B. Apply solvent-based bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with sheet flashing.

D. Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars or piping clamps.

3.7 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Roof Consultant.

1. Notify Roof Consultant or Owner 48 hours in advance of date and time of inspection.

B. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 PROTECTING AND CLEANING

A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Roof Consultant and Owner.

B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.9 ROOFING INSTALLER'S WARRANTY

A. Reference Section 01740 “Warranties and Bonds” for a copy of the Contractor’s Watertight Warranty.

END OF SECTION 07540
SECTION 075600 – LIQUID APPLIED ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes the following:

1. Liquid applied flexible acrylic waterproofing system over preformed fiberglass panel.
   a. The liquid applied roofing system must consist of a reinforced elastomeric system specifically designed for use on a roof. The system must have been approved by FMRC (Factory Mutual Research Corporation) according to Standard 4470 for Class 1 Roof Constructions which includes: Spread of Flame Fire, Windstorm Pressure, Windstorm Pull, Hail Damage, Resistance to Foot Traffic, and Susceptibility to Leakage Classifications.

1.3 RELATED WORK

A. The Contractor shall review all sections of these specifications to determine items of work that will interface with the application of this roofing system. Coordination and execution of related sections shall be the responsibility of the Contractor.

1.4 REFERENCES

E. ASTM G26 - Practice for Operating Light- and Water-Exposure Apparatus (Xenon Arc Type) for Exposure of Nonmetallic Materials.
F. ASTM D-412 - Ultimate Tensile Strength at Break.

1.5 ACTION SUBMITTALS

A. Shop Drawings: Submit a scaled drawing showing the layout of joint reinforcing and all flashing details.

B. Product Data: Provide manufacturer's technical literature on products that make up the roofing system. This shall include, but is not limited to, coatings, reinforcing fabrics, flashing materials, roof drains, fasteners, etc.

C. Manufacturer’s Installation Instructions: Submit all data sheets available from the manufacturer on the installation of the roofing system applicable to the work.

D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.6 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Preconstruction compatibility and adhesion test reports.

C. Preconstruction field-adhesion test reports.

D. Field-adhesion test reports.

E. Warranties.

1.7 QUALIFICATIONS

A. Qualifications of the Manufacturer: Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Consultant.

B. Qualifications of the Applicator: The applicator of the roofing material specified herein shall be an approved applicator (designated by the Manufacturer). Proof of this qualification shall be provided in written form from the manufacturer of the roofing system. Qualified applicators must provide proof that they have successfully completed a Manufacturer Labor and Material warranty project in excess of $100,000.00 within the last five years.

C. Preinstallation Conference: Conduct conference at Project site.

1.8 QUALITY CONTROL

A. Codes and Standards: The contractor shall make him/herself thoroughly familiar with all codes, regulations, and standards governing the specified work. Any contradiction between the manufacturer's requirements and these specifications shall be brought to the attention of the manufacturer and the specifier.

B. Deviations: There shall not be any deviations from these specifications unless the deviation is
submitted in writing to the specifier. The request for deviation must have a letter from the roofing manufacturer's technical department approving the details of the deviation.

C. An Approved Applicator (as designated by the Manufacturer) shall be on site during all applications of any Manufacturer products.

D. Manufacturer's Technical Representative: An employee of the roofing material manufacturer shall be on site at least once during the work specified herein. The Owner's representative must approve the application process at specific stages before the Contractor may continue including: Prior to the application of the Foundation Coat and fabric, at the completion of the Foundation Coat and fabric, and after the Finish Coats are applied.

1.9 STORAGE AND HANDLING

A. Deliver materials to the job site in original, unopened, and undamaged containers.

B. Store and protect materials from damage and weather in accordance with manufacturer's instructions.

C. Store materials at temperatures between 50- and 90-degrees F. Keep out of direct sunlight.

D. Support stored material containers on pallets and cover with tarpaulin tied to bottom of pallets.

E. Do not retain any material on the job site which has exceeded the shelf life recommended by its manufacturer.

F. Protect all surfaces from staining or damage. All damaged work shall be repaired or replaced as directed by the Architect and at no additional cost to the Owner.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not apply if ambient temperatures are expected to fall below 40 degrees F or if rain is expected before the application has time to dry.

1.11 WARRANTY

A. Manufacturer’s Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Warranty Period: 15 years from date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's watertight warranty, on warranty form provided in Section 017700 Closeout Procedures, signed by Installer, covering Work of this Section, including all components of membrane roofing system such as roofing membrane, base flashing, flexible sheet and metal flashings, insulation cover board, base insulation layers, fasteners, sheet metal components, and walkway products for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Hydro-Stop, LLC
   1465 Pipefitter Street
   North Charleston, SC 29405
   Toll Free: (800) 739-5566
   Phone: (843) 745-9600
   Fax: (843) 745-9602
   Web: www.hydro-stop.com

B. Sealoflex Waterproofing Systems
   PO Box 3135
   Summerville, SC 29484
   Toll Free: (800) 770-6466
   Phone: (843) 873-9500
   Fax: (843) 873-9566
   Web: www.sealoflex.com

2.2 MEMBRANE COMPOUND MATERIAL

A. Waterproofing Material: HydroStop PremiumCoat (Sealoflex Waterproofing System) three-stage, fabric reinforced, flexible acrylic coating, fluid applied in successive stages to form one continuous, seamless, watertight membrane; 40 mil (.04 inches) minimum cured total system thickness; comprised of the following:

1. Foundation and Saturation Coats: PremiumCoat FoundationCoat (highly flexible water based 100% pure acrylic polymer resin coatings).


3. Finish Coat: PremiumCoat FinishCoat (ultraviolet light resistant, blend of highly flexible water based 100% pure acrylic polymer resin coating).
   a. Color of finish coat is to be HydroStop White.

B. Reinforcing Fabric: This material shall be non-woven 100% polyester, stitch bonded, heat set fabric with the following characteristics:

   Weight: 3 oz / per square yard (106.31 grams / square meter)

   Tensile Strength: Warpc 74lbs. (33.60 kg) per ASTM D5034
                   Fill  45 lbs. (20.43 kg)

   Elongation @ Break: Warpc 21.3% per ASTM D5034
                      Fill  51.3%

   Ball Burst: 111 lbs. (50.39 kg) per ASTM D3787

   Trapezoid: Warpc 13.5 lbs. (6.13 kg) per ASTM D1177
             Fill  24.2 lbs. (10.99 kg)

   Thickness: .018 inches (.457 mm) per ASTM D1777
C. Cured Membrane Characteristics:

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<th>PROPERTY</th>
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<tr>
<td>Elongation</td>
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<td>Tensile Strength (cured)</td>
<td>ASTM D412</td>
<td>&gt;2000 PSI (13,789 kPA)</td>
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<td>Density</td>
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<td>Weight Solids</td>
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<td>Algae Resistance</td>
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<td>Class 1-270 on EPS</td>
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<td>CRRC (Cool Roof Rating Council)</td>
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PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify substrate fiberglass surfaces are durable, free of frozen matter, dampness, loose particles, cracks, pits, projections, or foreign matter detrimental to adhesion or application of waterproofing system.

B. Verify that substrate surfaces are smooth and not detrimental to full contact bond of waterproofing materials.

C. Verify that substrate areas are adequately supported and firmly fastened in place.

D. Verify that fiberglass panels have a minimum slope of ¼ inch per foot.
E. Verify that fiberglass panel does not have ponding water areas.
F. Verify that all attached vertical walls are properly waterproofed.
G. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect adjacent surfaces not designated to receive waterproofing.
B. Using water and mild detergent, remove all environmental and biological debris from the surface of the existing fiberglass panel prior to the application of new liquid applied roofing.
C. Do not apply waterproofing to surfaces unacceptable to manufacturer.
D. Reference Section 075920 Removals and Preparation for work required prior to the installation of new liquid applied roofing.

3.3 WATERPROOFING APPLICATION

A. General: Comply with manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
B. **Foundation Coat & Fabric Components** - Consists of one coat of FoundationCoat applied to the substrate fiberglass panel, Hydro-Stop PremiumCoat Fabric (sizes vary) laid into the wet FoundationCoat, and finally a second coat of FoundationCoat saturating the fabric from above. Care should be given to ensure that adjacent runs of fabric are overlapped a minimum of 4 inches. Foundation coats are applied at a total rate of 25-40 ft²/gal depending on substrate. FoundationCoat should only be applied with the use of approved roof brushes. Rolling and spraying of the FoundationCoat are absolutely forbidden.
   1. Fiberglass Panel Seams - Using 6-inch fabric and the foundation components (as described above), waterproof all seams, cracks, and non-working joints. Center 6-inch fabric over all seams.
   2. Fiberglass Panel Field - Using 40 in. fabric and the foundation components (as described above) seal the entire fiberglass panel field. Overlap adjacent runs of fabric 4 inches minimum.
C. **Finish Coat Component** - Apply 2 coats of FinishCoat at a combined total rate of 70 ft²/gal over entire fiberglass panel. Minimum millage requirements are 11.5 mils (.0115 inches) wet and 6.1 mils (.0061 inches) dry per coat. Allow to dry between coats. Total Finish Coat dry thickness should be a minimum of 12.2 mils (.0122 inches).
D. **Completed PremiumCoat System** - System must be installed to a minimum 40 mil (.04 inches) total cured thickness.
E. Monitor finished system for 7 days, sweeping off birdbaths to allow for full cure.
3.4 CLEANING

A. Clean unscheduled surfaces receiving waterproofing in accordance with manufacturer's instructions.

END OF SECTION 075600
SECTION 07 5920 - REMOVALS AND PREPARATIONS

PART 1  GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. General Requirements
2. Existing steep sloped roof system assembly removals
3. Existing low sloped roof system assembly removals
4. Roof Deck preparation
5. Disposal
6. Documentation

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Rough Carpentry: Refer to Part 2 Section 06 1000 – Rough Carpentry for associated materials and products not specifically mentioned in this Section.

B. Products and Materials: Refer to Part 2 Section 07 3200 – Composite Slate Roofing for associated materials and products not specifically mentioned in this Section.

C. Unit Replacement Accounts: Refer to Section 01 2200 – Measurement and Payment.

1.3 SUBMITTALS

A. Refer to Section 01 3300 “Submittal Procedures” – Contractor provided Information.

B. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Reference Sections 01 14000 “Quality Requirements” and 07 3200 “Composite Slate Roofing.”

B. Source Limitations: Obtain components for new slate roofing shingles from a single roofing system manufacturer.

C. Pre-roofing Conference: Prior to the work beginning conduct a pre-construction conference with the Owner and Roof Consultant on site with the General Contractor, Roofing Sub-Contractor’s project foreman and project manager in attendance.
1.5 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so the Owner’s operations will not be disrupted. Provide Owner and Roof Consultant with not less than 72 hours' notice of activities that may affect either one's operations.

B. Coordinate work activities daily with Owner so Roofer can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire alarm or detection equipment if needed and evacuate occupants from below the work area if required.

C. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area and post a man to ensure that no one enters until work above is complete.

D. Protect building to be reroofed, building interiors, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations. Repair affected areas to original existing condition previous to reroofing project.

E. Protect occupants and property below roofing activity at all times until work overhead is complete to the point that protection is no longer required.

F. Maintain access to existing walkways, corridors and other occupied or used facilities.

   1. Do not close or obstruct walkways, corridors and other occupied or used facilities without written permission from authorities having jurisdiction.

G. Limit construction loads on roof to 20 lbs./SF for uniformly distributed loads which includes rooftop equipment wheel loads.

H. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

PART 2 PRODUCTS

2.1 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing systems.

B. Capped Nails: Hot dipped galvanized or Stainless Steel as manufactured by ES Products Corporation. Copper as manufactured by Simpson Strong Tie.

C. Wood blocking to wood substrate: Stormguard® hot dipped galvanized ring shanked or spiral decking nails with minimum 3/8” head as manufactured by

D. Fasteners for miscellaneous attachments not specified: Stainless Steel or Copper Roofing Shingle Nail as mfg. by Maze Nails or Simpson Strong Tie.
PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A. Protect existing roofing systems that are indicated not to be reroofed.

B. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

C. Check all internal roof drains for clear passage of storm water. Report any clogged drains to OWNER prior to the start of reroofing work. Contractor's start of work is regarded as Contractor's acceptance of clear drainage. Contractor will be responsible for all work required to clear drainage path after work under this contract has begun.
   1. Replace any plastic, damaged or missing drain strainer baskets with new cast iron strainer baskets.
   2. Replace any damaged or broken drain clamping rings or bolt fasteners.

D. Raise mechanical equipment, ductwork, and curbs as necessary to maintain minimum 8” base flashing height.

E. Extend sanitary vents as necessary to a minimum height of 8” above the finished roof surface.

F. Maintain roof drainage path in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drainage path and conductors. For internal drainage systems, use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

G. It is not anticipated that hazardous materials will be encountered in the work of this project. There are no existing products containing asbestos fibers.
   1. If encountered materials are suspected of containing hazardous materials, do not disturb; immediately notify Roof Consultant and Owner. Hazardous materials not currently identified in the contract documents will be removed by Owner as a Change Order to the Contract or under separate contract with separate specialty contractor.

H. Storage or sale of removed items or materials on–site will not be permitted.

I. Utility Service: Maintain existing utilities in service and protect them against damage during the selective demolition operations.
   1. Maintain security and fire protection facilities in service during selective demolition operations.
   2. When unanticipated mechanical, electrical or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit in writing a report to the Roof Consultant.
3. Verify that rooftop utilities and service piping have been shut off before commencing work which may not be safe if service is left on.

4. Coordinate shutdown or disconnect of rooftop utilities or service piping with Owner, no less than 72 hours before shutdown or disconnect area scheduled.

J. Site Access and Temporary Controls: Conduct removals, preparations and roofing installation operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct roads, streets, walks, walkways and other adjacent occupied and used facilities without written permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

2. Erect temporary protection where required by authorities having jurisdiction.

K. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide Temporary toilet facilities on site in location to be determined by Owner and Roof Consultant.

L. Examination of Roof Drains

1. Remove all asphalt or misc. sealant accumulations from interior of all drain and overflow drain bowls prior to start of roof removals. Perform a water test for all prepared drain bowls and overflow drain bowls to locate any existing defects in drain casting.

2. Verify integrity of anchor lugs or threaded attachment points for drain clamping rings.

3. Advise Roof Consultant of any defect found in drain assemblies prior to start of roof removal. Contractor is responsible for all drains once new roof assembly is applied.

3.2 EXISTING STEEP SLOPED ROOF SYSTEM ASSEMBLY REMOVALS

A. Roof Areas 1, 2, 3, 4, 5, 6, 7, & 8

1. General: Notify Owner each day of extent of removals or roof tear-off proposed and obtain authorization to proceed from Owner’s point of contact.

2. Remove and dispose of existing slate shingle roof assembly and other roofing system components, down to the surface of the existing plywood sheathing.

3. Remove existing lightning protection system and store for reinstallation after new roofing is complete. Reinstalled lightning protection system will not be required to be recertified.

4. Remove and dispose of existing sheet metal roofing at louvered dormers.
5. Remove and discard sheet metal flashing and counter flashings.

6. Remove and discard existing expansion joint flashings.

7. Remove or repair any unused obstruction which may interfere with the proper application of new materials.

3.3 EXISTING LOW SLOPE ROOF SYSTEM ASSEMBLY REMOVALS

A. Roof Areas 9 & 10:

1. General: Notify Owner each day of extent of removals or roof tear-off proposed and obtain authorization to proceed from Owner’s point of contact.

2. Remove and dispose of existing EPDM membrane, rigid insulation, and gypsum sheathing down to the metal roof deck.

3. Remove and dispose all EPDM and sheet metal flashings, counter flashings, and drain flashings.

4. Remove and discard existing expansion joint flashings.

5. Remove or repair any unused obstruction which may interfere with the proper application of new materials.

3.4 DECK PREPARATION

A. Examine, with the installing foreman present, substrate areas and conditions to which roofing systems will be applied and confirm that it complies with the project requirements.

B. Verify that attachment of the existing plywood sheathing and wood blocking meets the requirements of Table 2304.10.1, "Fastening Schedule," in the International Building Code. Install additional fasteners as necessary.

C. Remove any existing deteriorated roof deck and replace with new decking to match existing profile and thickness. Maintain and submit daily log of deck replacement work.

D. Do not proceed with installation of new roof decking until the Roof Consultant or Owner are notified and direction is given to proceed with the work.

E. Extend wood blocking at equipment curbs, parapet walls and expansion joints as necessary to maintain minimum 8” base flashing heights. Expand wood blocking at equipment curbs as necessary to maintain a ½” overlap of equipment base vertical face.

F. Application of new materials constitutes approval by the installing roofing contractor that the substrate conditions are satisfactory.

G. Wood Sheathing:

1. Inspect roof deck, daily, during and after tear-off of slate shingle roofing system. Provide fall-thru protection over known or suspected areas of deteriorated roof deck
2. Fasten all loose plywood sheathing to metal decking using appropriate screws at 6” O.C.

3. Remove any existing deteriorated plywood sheathing and replace with new plywood sheathing to match existing thickness. See Section 012200 of these specifications for Unit Price Quantities to include in Base Bid for replacement of existing plywood sheathing.

4. Where deteriorated plywood sheathing is removed, examine exposed rigid insulation and remove any existing deteriorated rigid insulation and replace with new insulation to match existing thickness. See Section 012200 of these specifications for Unit Price Quantities to include in Base Bid for replacement of rigid insulation.

5. Do not proceed with installation of new roof decking until Roof Consultant or Owner are notified and direction is given to proceed with the work.

H. Metal Decking

1. Inspect roof deck, daily, during and after tear-off of EPDM roofing assembly. Provide fall-thru protection over known or suspected areas of deteriorated roof deck.

2. Replace missing, broken, or loose side lap fasteners that secure deck panels to one another, using specified fasteners. Maximum spacing of side lap fasteners shall be 20” OC.

3. At roof deck perimeter, decrease fastener spacing of the existing roof deck to structural supports by installing additional specified, self-drilling fasteners spaced such that the maximum distance between fasteners is 6”.

4. Use a rotary wire brush to remove scale and rust from steel roof deck. Coat prepared areas with one coat of Rust-Oleum Rusty Metal Primer. Maintain and submit daily log of unit price work. See Section 012200 of these specifications for Unit Price Quantities to include in Base Bid for removal of rust and scale and for treatment of rusted deck.

5. Remove any existing deteriorated steel roof deck and replace with new steel roof deck of like gauge and profile. Maintain and submit daily log of unit price work. See Section 012200 of these specifications for Unit Price Quantities to include in Base Bid for metal deck replacement.

6. Do not proceed with installation of new roof decking until Roof Consultant or Owner are notified and direction is given to proceed with the work.

I. Confirm that all items to be removed, have been, and that appropriate substrate has been installed and appropriately attached to structure for support of the new roofing system.

J. CORRECT ALL UNSATISFACTORY SUBSTRATE CONDITIONS PRIOR TO THE APPLICATION OF NEW ROOF SYSTEM MATERIALS. RE-NAIL EXISTING AND ADD NEW NAILS TO ROOF SHEATHING TO ASSURE SOLID, SECURE DECK.
3.5 DISPOSAL

A. Collect and place demolished materials in containers daily. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Do not burn demolished material on site.

C. Transport demolished materials off Owner's property and dispose of legally.

END OF SECTION 07 5920
SECTION 076200 - FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 WORK INCLUDED

A. Fabrication and installation of new metal drip edge.
B. Fabrication and installation of new metal rake flashing.
C. Fabrication and installation of new metal ridge flashings.
D. Fabrication and installation of new metal valley flashings.
E. Fabrication and installation of new expansion joint covers.
F. Fabrication and installation of new step flashings.
G. Fabrication and installation of new apron flashings.
H. Fabrication and installation of new flat lock seamed roofing.
I. Fabrication and installation of new sheet metal counter flashings.
J. Fabrication and installation of new miscellaneous flanged flashings.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Rough Carpentry – Section 06 1000
B. Composite Slate Roofing – Section 07 3200
C. Removals & Preparations – Section 07 5920

1.3 QUALITY ASSURANCE

A. Qualifications of the Manufacturer: Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Consultant.
B. Qualifications of the Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for the proper performance of the work in this section.

1.4 SHOP DRAWINGS

A. Submit shop drawings for all metal component shapes in accordance with specifications.
B. Indicate material profile, jointing pattern, jointing details, fastening methods, and installation details.
1.5 SUBMITTALS
   A. Refer to Submittal Procedures – Section 01 3300

1.6 STORAGE AND HANDLING
   A. Store materials dry in accordance with Specifications.
   B. Stack material to prevent twisting, bending, or abrasion.
   C. During storage prevent material contact with any substance that would discolor or stain, including soil and water.

1.7 SCHEDULING
   A. All new sheet metal work shall be closely coordinated with the installation of the new roofing membrane such that roofing membrane terminations will not be left unprotected by metal.
   B. New sheet metal components shall be installed directly after roofing work such that roofing membrane terminations will not be left unprotected by metal.
   C. Immediately after installation of new sheet metal work install all bituminous flashings such that moisture is not trapped under new metal components.

1.8 GUARANTEE
   A. All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the contractor to maintain all sheet metal flashing in a watertight condition without cost to the Owner for a period of two (2) years after date of final completion.

PART 2 PRODUCTS

2.1 SHEET METAL MATERIAL
   A. Pre-finished Metal: Smooth 0.040 aluminum, ASTM B 204, primed both sides and factory finished on one side with Kynar based fluoropolymer coating. Metal to be masked with protective plastic film. Color to be selected from the manufacturer’s premium color chart. Accepted manufacturers are Vincent Metals and Petersen Aluminum.

   B. Aluminum Sheet: Conforming to ASTM B 209. Note: Divorce from any preservative treated lumber with at a minimum one layer of 15 Lb. asphalt saturated felt.

   C. Stainless steel: 26 gage, Type 302/304 Mill Rolled Finish No.2D or 2B, Conforming to ASTM A 167, Federal Specification QQ-S-766C.

   D. Copper: 16 oz. & 20 oz copper sheets coil conforming to ASTM B370. Temper shall be HOO mil finished
      1. Weight and Thickness: 16 oz. (0.0216-inch thick) (0.55-mm); 20 oz. (0.0270-inch thick) (0.69-mm)
2. Surface Aspect: “CLASSIC COPPER”. Bare/bright produced to ASTM B370 mill finished.

E. Solder and Stripping for Accessories:

1. Solder for Copper: Lead free such as #497 super flow as manufactured by Johnson Manufacturing Co. Princeton, Iowa and as recommended by panel manufacturer.

2. Solder for Stainless Steel: Solder joints with stainless steel type flux, 50/50 solder, neutralize flux after soldering.


F. METAL COMPONENT WEIGHT & FINISH SUMMARY:

1. Metal Drip Edge .040 Prefinished Aluminum
2. Rake Flashing .040 Prefinished Aluminum
3. Ridge Flashing 26 ga. Stainless Steel
4. Valley Flashing .040 Prefinished Aluminum
5. Metal Clips: .050 Mill Finished Aluminum
6. Expansion Joint Cover .040 Prefinished Aluminum
7. Expansion Joint Flange .040 Prefinished Aluminum
8. Locking Cleat .050 Mill Finished Aluminum
9. Step Flashing .040 Prefinished Aluminum
10. Kickout Flashing .040 Prefinished Aluminum
11. Apron Flashing .040 Prefinished Aluminum
12. Flat Lock Seam Roofing 16 oz Copper
13. Counter Flashing .040 Prefinished Aluminum
14. Sanitary Vent Flashing 4lb Lead

2.2 ACCESSORY MATERIALS

A. All clamps, straps and supports to be copper or stainless steel.

B. Nails: Shall be copper, copper alloy, or non-magnetic series 300 stainless steel barbed copper nails, size as required by construction.
C. Wood to Metal Screws: Shall be ITW Buildex TRAXX™ Climacoat™ flat head 12-24X2 ½" (part No. 1094000).

D. Wood to Wood Screws: Shall be ITW Buildex DEC-KING™ Climacoat™ bugle head, size for length required 6x1- 1/4” (part No. 2176500) for sheathing-to-sheathing application.

E. Fasteners for masonry and concrete: ¼” x 1-1/4” (min.) Powers Zamac drive pins with removable, stainless-steel pin. Furnish with metal capped, neoprene washers where exposed to weather.

F. Caulking: Sealant shall be Sikaflex - 1a, manufactured by Sika Corporation; Chem-Calk 900, manufactured by Bostik, Inc.; or Sonolastic NP-1, manufactured by Sonneborn Building Products or approval equal. Color shall be selected by Owner.

G. CLEANER: For Sikaflex 1a, cleaner shall be Xylol, Toluol, Methly ethyl ketone or commercial solvent recommended by the sealant manufacturer.

H. PRIMER: Shall be as recommended by sealant manufacturer.

I. Flexible Vinyl Flashing: Shall be 20 mil PVC, width as required, such as that manufactured by BMCA, a division of GAF.

2.3 FABRICATION

A. Fabricate and install sheet metal sections in 10-foot lengths except where shorter lengths are required by construction.

B. Form sections square, true, and accurate to size, free from distortion, sharp edges, and other defects detrimental to appearance or performance.

C. Junctures, intersections, corners, and unions of sheet metal shall be held to 18-inch legs or less

PART 3 EXECUTION

3.1 INSPECTION

A. Inspect all surfaces to which metal is to be applied to verify they are clean, smooth, and free of depressions, waves, or projections and have solidly supported joints. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application of the new material.

3.2 INSTALLATION

A. Dissimilar metals shall be kept separated to prevent galvanic action. Preventative measures shall include separation by suitable electrolysis breaking material.

B. Separate any aluminum components from preservative treated lumber with a minimum divorcing layer of 15 lb. asphalt saturated building felt. NEVER USE ALUMINUM FASTENERS IN PRESERVATIVE TREATED LUMBER.

C. All metal flanges shall be installed by shingling into the underlayment in accordance with
slate manufacturer’s written installation instructions.

D. Flash in metal flanges per slate roofing system manufacturer’s written recommendations and contract document detail drawings.

E. Install metal to be water and weather tight with lines, arises, and angles sharp and true with plane surfaces free of waves or buckles.

F. Form and install new counterflashing metal as shown in detail drawings. Lap joints 3 inches.

G. All exposed edges of sheet metal shall be folded back, or hemmed, on concealed surfaces (minimum $\frac{1}{2}”$).

H. All hemmed edges to be engaged in locking cleats shall have $3/4”$ hem with a folded back return of $5/8”$. Hem angle maximum 30°. Reference SMACNA Architectural Sheet Metal Manual (Seventh Edition) Figure 2-1 Detail 1.

3.3 FABRICATION AND INSTALLATION OF NEW METAL EDGE TRIM

A. Fabricate and install new metal edge trim according to project drawings.

B. Fasten metal drip edge to the deck with 2” long fasteners spaced approximately 6” O.C., staggered.

C. Strip in with new water and ice-dam protection membrane extending 6 inches onto the previously installed field membrane and covering the fastener heads.

3.4 FABRICATION AND INSTALLATION OF NEW METAL RAKE FLASHING

A. Fabricate and install new metal rake flashings according to project drawings.

B. At gable, form and install metal rake flashing over the underlayment.

C. Fasten metal rake flashing to the deck with 2” long fasteners spaced approximately 6” O.C., staggered.

D. Strip in with new water and ice-dam protection membrane extending 6 inches onto the previously installed field membrane and covering the fastener heads.

3.5 FABRICATION AND INSTALLATION OF NEW METAL RIDGE FLASHING

A. Form and install new metal ridge flashing as shown in the Project Drawings.

B. Prior to the installation of the new wood nailers, metal ridge flashing, and ridge slate; install water and ice-dam protection membrane centered across the ridge and extending half a sheets width on each side of the ridge.

C. Install new wood nailer on each side of the ridge, with a bevel cut to meet the opposite slope’s new wood nailer. Wood should be cut to approximately 1.5” thickness to support the ridge slate.
D. Install a second new wood nailer downslope and butted against the first nailer, cut to approximately 0.5” thickness to support the last course of the field slate closest to the ridge.

E. Install metal ridge with fasteners of same metal as ridge, fastened through keyways in slate, or with cleats and blind fasteners.

F. Overlap metal ridge sections minimum 4 inches at ends.

G. Provide tube sealant in (3) rows 1” apart under lapped ends.

H. Install new ridge slate as shown in the project drawings and described by the manufacturer.

3.6 FABRICATION AND INSTALLATION OF METAL VALLEY FLASHING

A. Fabricate and install new metal valley flashing according to SMACNA Figure 4-10, and project drawings.

B. Prior to installation of valley flashing install two (2) 36” wide plies of water and ice-dam protection membrane parallel to the valley with the first course starting 12” across the centerline of the valley and extending 24” upslope on the opposite side of the valley. Similarly take the second ply and start it 12” down from the long side of the first ply and extend it across the centerline of the valley and 24 up-slope on the opposite slope.

C. Install valley flashing continuous eave to ridge, where possible.

D. Secure valley flashing with interlocking cleats. Attach cleats at 12” OC each side of the valley and secure each cleat with two fasteners for each cleat.

E. Strip in valley flashing with water and ice-dam protection membrane.

F. Slate should not be fastened through the valley flashing, use wire-tied systems.

3.7 FABRICATION AND INSTALLATION OF NEW METAL EXPANSION JOINT COVERS

A. Form and install new metal expansion joint covers as follows:

B. At roof-to-roof expansion joints, install expansion joint flange and cover in accordance with the Project Drawings and in accordance with SMACNA Figure 5-5 A.

C. Install new metal expansion joint flange and fasten to substrate with fasteners at 4“O.C. staggered.

D. Attach a locking cleat to wood blocking with fasteners spaced at 6” O.C. on the side opposite the expansion joint flange.

E. Install new fiberglass batt insulation inside polyethylene envelope fold between the new or existing wood knee-walls or the adjacent construction.

F. Prior to the application of the expansion joint cover, install a strip of 20-mil PVC flashing in as long a strip as practical over the flange and insulation envelope. Lap ends 6” minimum and cement with flashing cement.
G. Engage the hemmed end of the expansion joint cap to the locking cleat and tong the opposite end of the expansion joint cap over the expansion flange, leaving 1” between the flange and the cap to allow for structural movement.

H. Tonged end of the expansion joint cover should have a 1.5” coverage over the expansion flange and 1” between the edge of the expansion joint cover and inside face of the curb.

I. Use maximum 10’ sections with minimum number of sections in each straight run. Form 1” standing seam at ends of sections and seal.

3.8 FABRICATION AND INSTALLATION OF NEW METAL STEP FLASHINGS.

A. Form and install new metal step flashing 20” long with 5” horizontal leg and approximately 4” vertical leg to fit below the existing raggle mounted counter flashing.

B. When condition exists, Install pre-fabricated metal kick out diverter at eave/vertical wall condition prior to the installation of the water and ice-dam protection membrane.

C. After installation of underlayment and starter shingle, install step flashing between starter slate and first course.

D. Install subsequent step flashing courses working up the rake in similar fashion between slate courses.

E. Step flashing courses shall overlap previously installed course to match slate head lap, a minimum of 3”.

3.9 FABRICATION AND INSTALLATION OF METAL APRON FLASHING

A. At headwalls of the exterior walls and existing louvers, fabricate and install new metal apron flashing similar to SMACNA Figure 4-9A (Similar), and project drawings.

B. At slate ridge intersection with headwall extend new water and ice-dam protection membrane behind and up the existing wall. It shall also cover the slate roofing 5 ½” and adhere continuously over the new slate. See project Drawings.

C. Provide adhesive spots at 6” O.C. on the surface of the water and ice-dam protection membrane to receive the new metal apron flashing.

D. Form and install the new metal apron with a 4” min. vertical leg and a 6” apron.

E. Form apron with a hem in the exposed tonged down leading edge.

F. Set new apron in mastic spots over the water and ice-dam protection membrane and fasten the 4” vertical leg behind the new counter flashing.

3.10 FABRICATION AND INSTALLATION OF NEW FLAT LOCK SEAMED ROOFING

A. Install copper work in accordance with SMACNA "Architectural Sheet Metal Manual, Seventh Edition" Figure 6-4 Curved-Flat Seam Dormer Roof.
B. Flat Seam Metal Roof Panels: Fasten system to substrate with concealed metal cleats and screws at spacings required by fabricator to resist code required wind uplift.

C. Align, level, and plumb system with structure.

D. Fasten cleats or nails using cleats mated to folded flat seams and fastener pattern to resist design loads with screws or barbed nails of sufficient length to penetrate substrate.

E. Tin edges of panels at least 1½ inch prior to forming seams, and as soon as possible prior to installation.

F. Fabricate seams for panels to be installed in overlapped, interlocking shingle manner for locked down engaged seams.

G. Only install the number of panels in a day that can be field soldered before the end of the day’s work. Install overnight protection on the unsoldered tinned edges of panel seams to prevent contamination before the start of the next work day.

H. Fully seat adjacent panel to on two sides to achieve continuous engagement of seam joint.

I. Mallet or dress down engaged seams.

J. Apply flux and fully sweat seams with solder to achieve watertight installation.

K. Install expansion battens at 25 to 30 feet (7500 mm to 9000 mm) in both directions.

3.11 FABRICATION AND INSTALLATION OF NEW SHEET METAL COUNTER FLASHINGS

A. Install shop-fabricated counter flashing at walls and curbs.

B. Form new counter flashings with a return to face of curbs or walls so that bottom of counter flashing lays tight against the wall or curb.

C. Form and install new two-piece counter flashing metal with lap in joints a minimum of 3 inches and lock joint lap. Notch and lap counterflashing sections a minimum of 3 inches.

D. At masonry walls, slide counterflashing receiver into existing reglet and secure with lead wedges at 16” o.c. Fill reglet with sealant and tool to shed water.

E. At equipment curbs, form counter flashings with a minimum 1-½” flange that rests on top of the curb and secure to the top of the curb with roofing nails spaced at 6” O.C.

F. Fasten counter flashing to lip of new S-lock flashing receiver with stainless steel screws, spaced at 12” centers.

3.12 FABRICATION AND INSTALLATION OF NEW MISCELLANEOUS FLANGED FLASHINGS

A. Except at plumbing vents or other locations where flashing is turned into top of pipe or otherwise integrally secure against water entry, install bonnet flashing extending below and beyond edges of flashing riser and secure mechanically to roof penetration so that connection is watertight. Securement by sealant alone is not acceptable. Refer to SMACNA
Architectural Sheet Metal Manual Figure 8-11A.

B. At sanitary vents using lead sleeve flashing, turn top sleeves neatly into inside of pipe at least one inch. Prefabricated sleeve caps may be used. Refer to SMACNA Architectural Sheet Metal Manual Figure 8-12A.

END OF SECTION 07 6200
SECTION 079200 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes the following:

1. Urethane joint sealants.

1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Flashing and Sheet Metal – Section 076200

B. TPO Membrane Roofing – Section 075400

C. Composite Slate Roofing - 073200

1.4 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers all samples of materials that will contact or affect joint sealants. Use ASTM C 1087 manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.


1.5 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.

2. Joint-sealant manufacturer and product name.


1.6 INFORMATIONAL SUBMITTALS
   A. Product test reports.
   B. Preconstruction compatibility and adhesion test reports.
   C. Preconstruction field-adhesion test reports.
   D. Field-adhesion test reports.
   E. Warranties.

1.7 QUALITY ASSURANCE
   A. Qualifications of the Manufacturer: Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Consultant.
   B. Qualifications of the Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for the proper performance of the work in this section.
   C. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
   D. Preinstallation Conference: Conduct conference at Project site.

1.8 STORAGE AND HANDLING
   A. Store materials dry in accordance with Specifications.
   B. Deliver materials to the job site in original, unopened containers.
   C. Do not retain any material on the job site which has exceeded the shelf life recommended by its manufacturer.
   D. Protect all surfaces from staining or damage. All damaged work shall be repaired or replaced as directed by the Architect and at no additional cost to the Owner.

1.9 JOB CONDITIONS
   A. Do not apply caulking or sealants when the surface temperature is below 40 degrees Fahrenheit or above 125 degrees Fahrenheit. Do not apply materials when surface is damp or during cold, rainy, or frosty weather.

1.10 WARRANTY
   A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 URETHANE JOINT SEALANTS

A. Urethane Joint Sealant: ASTM C 920.

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

   a. Sika Corporation
   b. Bostik, Inc.
   c. BASF Building Systems

2. Type: Single component (S).

3. Grade: Nonsag (NS).

4. Class: 35.

5. Use: NT, A, M

2.2 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Examine the areas and conditions under which work of this section will be performed. Correct
conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

C. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

D. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.

2. Use tooling agents that are approved in writing by sealant manufacturer and that do not
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform 1 test for each 1000 feet of joint length thereafter.


B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Remove masking tape immediately after joints have been tooled.

B. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

C. Keep adjacent surfaces clean and free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200