

# PROJECT MANUAL

## LED LIGHTING RETROFIT PROGRAM RIVERSIDE HIGH SCHOOL

FOR THE SCHOOL DISTRICT OF  
GREENVILLE COUNTY, SOUTH CAROLINA

September 19, 2023

BEI#23370B

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SEALS PAGE

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

***Instructions to Bidders***

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

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



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

## *Instructions to Bidders*

for the following Project:

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

Riverside High School LED Lighting Retrofit

XXX

Greer, SC

### **THE OWNER:**

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

School District of Greenville County

2 Space Drive

Taylors, SC 29687

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)*

Burdette Engineering, Inc.

200 Regent Park Court

Greenville, SC 29607

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

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## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

### § 2.2 Certification of Independent Price Determination

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

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

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

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

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

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

#### § 2.2.5 Drug Free Workplace Certification

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

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

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

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

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

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

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

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

### § 2.2.7 Ethics Certificate

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

### § 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

### § 2.2.9 Open Trade Representation

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

### § 3.1.3 Reserved

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

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

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

## § 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

## § 3.3 Substitutions

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

### § 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

#### § 3.4 Addenda

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

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

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

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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

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

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

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

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

## § 4.2 Bid Security

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

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

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

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

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

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

## § 4.3 Submission of Bids

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

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

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

§ 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 of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the State Engineer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

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

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

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

**ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

**§ 7.1 Bond Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

Number	Title	Date
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- .5 Specifications

Section	Title	Date	Pages
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.6 Addenda:

Number	Date	Pages
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.7 Other Exhibits:

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

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

.8 Other documents listed below:

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

## ARTICLE 9 Miscellaneous

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

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

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

[www.sctax.org](http://www.sctax.org)

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

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

## § 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

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

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

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

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

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

## General Conditions of the Contract for Construction

### for the following PROJECT:

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

Riverside High School LED Lighting Retrofit  
XXX  
Greer, SC

### THE OWNER:

*(Name, legal status, and address)*

School District of Greenville County  
2 Space Drive  
Taylors, SC 29687

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)*

Burdette Engineering, Inc.  
200 Regent Park Court  
Greenville, SC 29607

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

Init.

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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 Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

## § 3.4 Labor and Materials

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

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

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

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

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

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

## § 3.5 Warranty

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

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

## § 3.6 Taxes

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



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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 Use of Site

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

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

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

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

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

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

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 6.1.4 Reserved

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner’s Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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



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

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

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

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

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

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

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

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

## § 7.2 Change Orders

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

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

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

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

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.5 Pricing Data and Audit**

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

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

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

##### **§ 7.5.3 Records Retention**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

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

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

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

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

### § 8.3 Delays and Extensions of Time

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

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

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

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

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

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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

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



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

### § 9.5 Decisions to Withhold Certification

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

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

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

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

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

### § 9.6 Progress Payments

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

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

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

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



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

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

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

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

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

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

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

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

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

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

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

### § 9.9 Partial Occupancy or Use

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

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

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

### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

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

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

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

### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

#### § 10.3.6 Reserved

### § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

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

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

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

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



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

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

## **§ 11.2 Owner's Insurance**

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

### **§ 11.2.2 Reserved**

### **§ 11.2.3 Reserved**

## **§ 11.3 Waivers of Subrogation**

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

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

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

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



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

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

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

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

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

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

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

### § 12.2.2 After Substantial Completion

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

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

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

### § 13.5 Interest

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

### § 13.6 Procurement of Materials by Owner

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

### § 13.7 Interpretation of Building Codes

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

### § 13.8 Minority Business Enterprises

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

### § 13.9 Illegal Immigration

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

### § 13.10 Drug-Free Workplace

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

### § 13.11 False Claims

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

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### § 13.12 Prohibited Acts

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

### § 13.13 Open Trade (Jun 2015)

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

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

#### § 15.1.2 Reserved

#### § 15.1.3 Notice of Claims

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

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

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

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

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

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

#### § 15.1.7 Claims for Listed Damages

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

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

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

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

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

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

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

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

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

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

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

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

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

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

**§ 15.6 Dispute Resolution**

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

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

Init.

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

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

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

#### § 15.6.5 Service of Process

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

### ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

SUPPLEMENTAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

**THESE SUPPLEMENTAL CONDITIONS AMEND, DELETE, MODIFY, SUPPLEMENT AND/OR REPLACE TERMS AND CONDITIONS OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION [AIA DOCUMENT A201 (2007 Edition)] AND ANY APPLICABLE SUPPLEMENTAL CONDITIONS CONTAINED IN THE PROJECT MANUAL AS SET FORTH BELOW.**

These Supplemental Conditions amend the General Conditions of the Contract for Construction entered into

BETWEEN the Owner:

Board of Trustees  
The School District of Greenville County  
301 Camperdown Way  
Greenville, South Carolina 29602

and the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project is:

LED Lighting Retrofit Program, Riverside High School  
School District of Greenville County, SC

The Architect/Engineer is:

Burdette Engineering, Inc.  
200 Regent Park Court  
Greenville, SC 29607  
\_\_\_\_\_

The Owner and Contractor agree as set forth below:

**ARTICLE 1**

**GENERAL PROVISIONS**

1.1.1 Delete from line 7 after “Contract Documents” the phrase “do not.”

1.1.8 Add to Paragraph 1.1.8 the following: “unless specified otherwise in the Agreement between Owner and



Contractor, the Initial Decision Maker shall mean the Architect.

1.1.9 Add as Paragraph 1.1.9 the following:

PROJECT MANUALS: The Project Manual is a volume assembled for the Work which may include the applicable solicitations, bidding requirements, sample forms, Contract forms, Conditions of the Contract, Specifications, enumeration of drawings and drawing revisions, and other Contract documents pertaining to the Work.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add to **Paragraph 1.2.1** the following:

Following the last sentence, insert “In the event of a conflict or inconsistency in or among the Contract Documents, or between the Contract Documents and applicable codes in effect at the time the Contract Sum is agreed upon, the Contractor shall, unless directed otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.. Where only part of the Work is indicated, similar parts shall be considered repetition. Where any detail is shown and the components therefore are described, similar details shall be construed to require equal products and construction.”

Add to **Paragraph 1.2.2** the following:

Where any product is specified in the Contract Documents by describing a proprietary item, model number, catalog number, manufacturer, trade name, or by similar reference, the Contractor obligates himself to provide the specified product(s). Where two or more manufacturers are specified as above, the Contractor has the option of providing products as specified from the specified manufacturers.

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

Delete from the first sentence of Paragraph 1.5.1 “and owners” and delete “and will retain all common law, statutory and other reserved rights, including copy rights.”

## ARTICLE 2

### OWNER

#### 2.1 GENERAL

**Paragraph 2.1.2** is deleted in its entirety.

#### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete **Paragraph 2.2.1** in its entirety.

Add to the end of **Paragraph 2.2.2** with the following:

"Payment of any tap fees shall be the responsibility of the Contractor and shall be included in the Contract Amount."

Insert at the beginning of **Paragraph 2.2.3** "To the extent pertinent to the Work" and delete from the end of the first sentence of "and a legal description of the site." Add the following : "Notwithstanding the foregoing, the Contractor is obligated to perform reasonable and customary field verifications and measurements o determine the accuracy and reliability of any documents and/or information received from the Owner depicting existing construction or improvements and shall not be entitled to rely upon the accuracy of such documents or information unless confirmed by field verifications and measurements. The Contractor shall promptly notify the Owner and Architect, in writing, of any discrepancies observed when performing such field verifications and measurements.

Replace **Paragraph 2.2.5** with the following:

- 2.2.5 Contractor will be furnished three (3) sets of the Contract Documents, plus one reproducible set of all blueprints or drawings relating to the Project
- 2.3 Delete "repeatedly".
- 2.4 Delete "ten-day period" and replace with "seven-day period."

### ARTICLE 3

#### CONTRACTOR

#### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

- 3.2.2 Delete the third sentence ("beginning with however" in its entirety and insert in lieu thereof "Any errors, inconsistencies or omissions in the Contract Documents discovered by the Contractor shall be reported promptly to the Architect and the Owner as a request for information in such form as the Architect or the Owner may require."

Add at the end of **Paragraph 3.2.2** the following:

The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work, or the cost or time of performance thereof. Any failure by the Contractor to do so will not relieve him from responsibility for performing the Work in full compliance with the Contract Documents without additional expense to the Owner.

Add at the end of **Paragraph 3.2.3** the following:

- (a) delete the first word "The" and insert in lieu thereof "While the";
- (b) delete "but"; and
- (c) immediately following "promptly report to the Architect" insert "and the Owner in writing."; and
- (d) immediately following "in such form as the Architect" insert "and the Owner"

Add at the end of **Paragraph 3.2.4** the following:

unless the Contractor recognized, or, in the exercise of ordinary care, reasonably should have recognized, such error, inconsistency, omission or difference and failed to report it in writing to the Architect and the Owner.

Add after **Paragraph 3.2.4** the following:

- 3.2.5 Contractor shall verify the locations of subsurface installations prior to ordering materials and performing Work which may be affected by such installations. If such installations conflict with Work described by the Contract Documents, Contractor shall immediately notify the Architect and Owner by verbal communications, confirmed in writing within twenty-four (24) hours. Contractor shall not proceed with Work in the affected area until written direction is received from the Architect regarding how Contractor is to proceed.
- 3.2.6 The following principles shall govern the settlement of disputes which may arise over discrepancies in the Contract Documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern - no measurements should be taken by scale as working dimensions; (b) as between drawings and specifications, requirements of the specifications shall govern; and (c) as between the Form of Agreement and the Specifications, requirements of the Form of Agreement shall govern.
- 3.2.7 All reports or notices required to be given to Architect and/or Owner by Contractor shall be in written form and when in verbal form due to emergency, the verbal form shall be confirmed in written form which shall be received by the Architect and/or Owner within twenty-four (24) hours of the verbal notification.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

Add to **Paragraph 3.3.1** the following:

The Contractor has the responsibility to insure that all suppliers and Subcontractors on the Project, their agents and employees, adhere to the Contract Documents and that they order products on time, taking into account the current market and delivery conditions, and that they provide products on time. The Contractor shall coordinate Work which it performs with Work performed by Subcontractors or others on the Project, including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of his equipment and of the Work. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated in the Contract Documents, the Contractor shall notify the Architect and proceed only as directed by the Architect. If requested by the Architect, the Contractor shall prepare and provide coordination drawings to the Architect before proceeding. A general example is equipment above corridor ceilings where duct work, piping, conduit, lights, etc., will be installed. A thorough, coordinated plan shall be used to install the equipment to furnish proper clearances, radii of turns, locations, pipe slopes, supporting appurtenances, and access where required.

Add after **Paragraph 3.3.3** the following:

- 3.3.4 Contractor shall pre-arrange with the Owner time for performing Work which may cause an interruption in Owner's operations or services to Owner's operations and shall fully cooperate with Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's operations. Contractor understands that it may be required to make connections, alterations, or relocations after school hours which may cause annoyance or interference with Owner's operations.

- 3.3.5 The Contractor shall coordinate all Work so there shall be no prolonged interruption of the use of existing buildings, facilities, or equipment. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections for the performance of the Work must be coordinated with the Owner to avoid any disruption of Owner's operations. In no case, unless previously approved in writing by the Architect/Engineer and Owner; shall utilities be left disconnected at the end of a work day or over a weekend. Contractor shall promptly reimburse Owner for any costs incurred or resulting from interruption of utilities or associated with repair and restoration of utilities.
- 3.3.6 Contractor agrees to comply with any and all applicable requirements of the Federal Occupational Safety and Health Act of 1970 (Public Law 91-596). Contractor agrees that Owner is not responsible for notifying Contractor of any violation of said law. In cases where Owner notifies Contractor in writing of safety violations, if Contractor fails to immediately remedy such safety violations, Owner has the option (but not the obligation) to remedy the violation at Contractor's expense.
- 3.3.7 Contractor acknowledges familiarity with the "Underground Utilities Damage Prevention Act," S.C. Code Ann. § 58-35-10, and the Contractor and/or any Subcontractor, person or entity for whose actions the Contractor is liable shall be bound by the requirements of this Act.
- 3.3.8 Contractor agrees to comply with any and all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann §8-14-10 et seq. Contractor agrees that Owner is not responsible for notifying Contractor of any violation of said law.

**Add 3.3.9 DRUG FREE WORKPLACE ACT**

The State of South Carolina has enacted the Drug-Free Workplace Act, S.C. Code Ann. §44-107-10, et seq. Contractor shall certify its compliance and fully comply with the requirements of this Act. Contractor acknowledges that the use of any tobacco products on school property is prohibited. This Act became effective January 1, 1991, and requires a Certification from you before this award becomes final. Effective July 1, 1993, the use of any tobacco products on school property is prohibited. Failure to comply could result in being asked to leave the facility. Please acknowledge and certify your compliance; Contractor:

By:  
Title:  
Date:

**3.6 TAXES**

Insert "3.6.1" before the first paragraph

Add following **Paragraph 3.6.1** the following:

- 3.6.2 The Contractor shall comply with SC Code Ann §12-8-10 et. seq., as amended at the time this Agreement is signed, concerning withholding tax for nonresidents, employees, Contractors and Subcontractors.

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

Add after **Paragraph 3.7.1** the following:

- 3.7.1.1 In order that the inspection services of municipal or county building departments might be made available for plumbing, heating, air conditioning, and electrical work, the Contractor shall require that each Subcontractor for these specialty contracts apply for, obtain, and pay the cost of a permit and inspection fees for that specialty for which he is a Subcontractor; provided that this Project is to be constructed within a municipality or county offering such services.
- 3.7.3 In Subparagraph 3.7.3:
- (a) delete “knowing it to be”
  - (b) delete “appropriate”;
  - (c) immediately following “responsibility for”, insert “correction of”; and
  - (d) immediately following “bear the costs” insert “, losses and expenses”.

### 3.9 SUPERINTENDENT

- 3.9.1 Between the first and second sentence, insert “The Superintendent shall be satisfactory to the Owner. So long as the superintendent remains employed by the Contractor or any related entity, the Superintendent shall not be replaced without the Owner’s prior written consent.”

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete **Paragraph 3.10.1** in its entirety and replace with the following:

- 3.10.1 A proposed Construction Schedule shall be prepared by the Contractor covering all Work on the Project and shall be submitted to the Architect/Engineer for review within 20 calendar days after execution of this Agreement and prior to submission of the first Application for Payment. The Construction Schedule shall show discrete portions of the Work, deliveries of critical materials and equipment, required submittals, intermediate completions/startups, constraints imposed by the Owner's use of facilities, inspections required by Contractor or by entities having jurisdiction over the Project and adequate time for final cleanup, equipment startup and punchlist. The Construction Schedule shall show the actual plan for prosecution of the Work. The schedule shall include 1 and only 1 critical path and this critical path shall be clearly identified. The Construction Schedule shall include the early and late start dates and early and late finish dates of all activities. The Construction Schedule shall include submittal dates for each submittal required by the Contract Documents. The Contractor shall submit an updated Construction Schedule with each Application for Payment, which shall show planned and actual dates of commencement and performance of each activity. If no revised Construction schedule is included with an Application for Payment, this shall constitute a certification by the Contractor that no changes in the Construction Schedule have occurred.

Add after **Paragraph 3.10.3** the following:

- 3.10.4 Should Contractor fail or refuse to complete any portion of the Work in accordance with the Construction Schedule, the Owner may, pursuant to Paragraph 2.4 perform or cause to be performed the Work necessary to cause such completion, and all costs incurred by Owner and Architect shall be deducted from any monies which otherwise may become



due the Contractor.

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

Insert "3.11.1" before the first paragraph

Add after **Paragraph 3.11.1** the following:

- 3.11.2 Contractor shall, at the completion of the Work, transfer all field markings to an unused set of the drawings provided by the Architect. These record drawings shall show all field changes that were made to adapt to field conditions, approved changes and all buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside the building shall be accurately located as to depth and referenced to two permanent features such as interior or exterior wall faces and finished floors. The drawings shall be clean and all corrections/dimensions shall be given in a neat and legible manner in red ink and shall be delivered to the Architect for approval and submission to the Owner.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Add to **Paragraph 3.12.5** the following:

Within 30 calendar days after the execution of this Agreement a Schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be submitted to the Architect. This Schedule shall indicate the items, relevant specification section, other related submittals, the date when such item will be furnished to the Architect, and the date by which Architect's review is necessary to maintain the Construction Schedule.

All shop drawings, product data, samples and similar submittals shall be submitted to the Architect, through the Contractor, for review within 60 calendar days after the Notice to Proceed. Samples and product data required for substitutions shall be submitted with the request for substitution. Shop drawings will not be considered for review which have not been completely checked, reviewed, and stamped by the Contractor, Subcontractor, and Fabricator. Shop drawings, product data, samples, and similar submittals for substituted products will not be reviewed unless Contractor has fully complied with the requirements of the Contract Documents relating to substitutions.

- 3.12.5.1 Samples shall be in quadruplicate, one to be retained by the Architect, one to be retained by the Owner, and two to be returned to the Contractor, one of which is to be placed on file in the field office for comparison to the products delivered. Where full-size samples are required and specified to be installed on the Project, only one sample will be required.
- 3.12.5.2 All shop drawings for the initial submission shall be submitted in the form of one reproducible copy, SEPIA print, for each sheet required. After Architect's review, this reproducible will be returned to the Contractor who may reproduce his required copies before returning the reproducibles to the Fabricator. Should printed product data be required with the submission, four originals will be retained by the Architect and the remainder submitted will be returned to the Contractor. Contractor shall not use in the field submittal information modified after submittals have been "approved as noted."
- 3.12.5.3 After the Electrical; Heating, Ventilating and Air Conditioning; and Plumbing submittals have received a favorable review, the Contractor shall submit to the Architect for the

Owner three copies of complete operating and maintenance manuals as called for in DIVISIONS 15 and 16 of the Specifications. Three copies of similar manuals shall also be submitted for other operating equipment which is specified in Sections other than those in DIVISIONS 15 and 16. These manuals shall be in a 3-ring hard binder and indexed and shall be submitted not later than 60 calendar days before occupancy. Contractor's final application for payment will not be approved until manuals fully complying with the Contract Documents have been received by Architect.

- 3.12.5.4 The Contractor shall submit, at the completion of the Project, three complete sets of all shop drawings and product data, for the work. Each set shall be in a 3-ring hard binder and indexed and shall be sent to the Architect for the Owner, including review comments and corrections. Contractor's final application for payment will not be approved until binders fully complying with the Contract Documents have been received by the Architect.
- 3.12.5.5 Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:

1. Date of Submission
2. Name of Project
3. Location
4. Branch of Work and Specification Section
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractors

Replace "respective submittal has been approved" in **Paragraph 3.12.7** to "respective submittal has been reviewed."

Add to **Paragraph 3.12.9** the following:

The Contractor shall make all corrections required after review by the Architect/Engineer and shall resubmit the required number of corrected copies of shop drawings, product data, samples, or similar submittals in accordance with the Architect/Engineer's review stamp. When corrections are necessary and a resubmittal is not requested, 3 copies of corrected "field use" drawings will be forwarded to the Architect/Engineer for file purposes.

Add after paragraph 3.1.3 the following:

- 3.13 Contractor agrees to keep the jobsite in a clean and orderly manner at all times. Contractor shall daily collect and deposit all excess construction debris in an onsite refuse dumpster and shall remove all excess construction debris from the jobsite on a regular basis. If Contractor fails to keep the jobsite in a clean and orderly manner, Owner may, upon providing at least forty-eight (48) hours prior written notice to the Contractor, perform such duties on behalf of the Contractor. Any such costs which are the responsibility of the Contractor may be offset by Owner against any payments due under the Contract.

Add after **Paragraph 3.18.2** the following:

**3.19 NONDISCRIMINATION IN EMPLOYMENT**

- 3.19.1 The Contractor and his Subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color, religion, age, veteran or handicap status, or national origin, unless with respect to sex, age or other handicap it can be determined that such employment restrictions relate to a bonafide acceptance qualification. The Contractor and Subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.19.2 The Contractor and Subcontractors will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment.
- 3.19.3 In the event of the Contractor's or a Subcontractor's noncompliance with the nondiscrimination clause of this contract, the Owner may cancel the Contract in whole or in part or require the Contractor to terminate his contract with the Subcontractor under the procedures outlines in Article 14, with no additional cost to the Owner.

#### **ARTICLE 4**

#### **ARCHITECT**

#### **4.2 ADMINISTRATION OF THE CONTRACT**

- 4.2.2 Modify the first sentence to read "The Architect will visit the site at intervals appropriate to the stage of the construction, or as otherwise agreed with the Owner, to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine if the Work observed is being performed in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

#### **ARTICLE 5**

#### **SUBCONTRACTORS**

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

- 5.4.1 Add to the last sentence of 5.4.1 the following: "for work performed by the Subcontractor after the date the Owner accepts the assignment of the subcontract."
- 5.4.2 Insert " , if any," immediately following "increases in cost".
- 5.4.3 Delete the last sentence of 5.4.3 in its entirety.

**ARTICLE 7**

**CHANGES IN THE WORK**

**7.1 CHANGES**

Add to **Paragraph 7.1.2** the following:

All Construction Change Directives shall be signed by the Architect and Owner BEFORE the Contractor begins the Work covered by the Construction Change Directive.

**7.2 CHANGE ORDERS**

Add after **Paragraph 7.2.1** the following:

7.2.2 Methods used in determining adjustments to the Contract Sum are those set forth in Section 7.3.3. In determining the cost or credit to the Owner resulting from a change in the Work, the allowances for overhead and profit combined, included in the total cost to the Owner, shall not exceed the percentage herein scheduled, as follows:

- .1 For the Prime Contractor, for any work performed by his own forces, 15% of the cost;
- .2 For each Subcontractor involved, work performed by his own forces 15% of the cost;
- .3 For the Prime Contractor, for work performed by his Subcontractor, 7% of the amount due the Subcontractor.
- .4 For the Subcontractor, for any work performed by his Sub-Subcontractor, 7% of the amount due the Sub-Subcontractor.

The Contractor shall include appropriate reductions in fee on deductive change orders.

**7.3 CONSTRUCTION CHANGE DIRECTIVES**

Add after Paragraph 7.3.10 the following:

7.3.11 The Contractor shall anticipate that the Owner may require various changes to the Work. Only those changes which impact the duration of the critical path of the Project shall entitle the Contractor to request an adjustment to Contract Time and/or on related adjustment to the Contract Amount.

**ARTICLE 8**

**TIME**

**8.2 PROGRESS AND COMPLETION**

8.2.2 In the first sentence, delete “knowingly.”

Add to Paragraph 8.2.2 the following:

Unless the date of commencement is established by the Contract Documents or a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work..

Add after **Paragraph 8.2.3** the following:

8.2.4 If Contractor shall neglect, fail or refuse to reach the stage of Substantial Completion within the number of days required with proper extensions granted by the Owner, the Owner shall deduct from monies otherwise due the Contractor the amount stated in the Contract Documents per calendar day that the project is not substantially complete. Contractor agrees that said payments are not a penalty, but are a reasonable estimation of Owner's losses, costs, and damages associated with such delay for each and every calendar day that the Contractor shall be in default after the required dates for Substantial Completion of the Work. In the event the Project is to be completed in phases, Owner shall be entitled to deduct such amount, as provided in the Contract Documents, from monies otherwise due the Contractor, for each phase, per calendar day that each phase is not substantially complete.

8.2.5 Final Completion shall be achieved within 30 calendar days of the established date of Substantial Completion of the Project and/or applicable phase of the Project, unless otherwise extended by properly executed change order. If Contractor neglects, fails, or refuses to achieve Final Completion within this thirty (30) day time limit, the Owner shall have the right to deduct from monies otherwise due Contractor the amount stated in the Contract Documents per calendar day, for each calendar day exceeding thirty (30) days that the Project and/or applicable phase of the Project is not certified by the Architect to be finally complete.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

Add to **Paragraph 8.3.1** the following:

The issuance of change orders relating to the work, the correction of defective or non-confirming work, or the exercise of the Owner's right to suspend the work as provided for elsewhere, shall not be deemed as interference to the Contractor's performance. If the Contractor anticipates completion of the work in less time than the Contract allows, and the completion of the work is materially delayed through issuance of change orders within what can be reasonably determined as the scope of work, or through the encountering of unforeseen conditions during the performance of the work, but does not exceed the established Contract completion date the Contractor agrees to waive all rights or remedies to collect additional monies as a result of not completing the work within his anticipated time schedule. Extension of time through fully executed change orders shall be the Contractor's sole remedy for delay.

8.3.3 Delete Subparagraph 8.3.3 in its entirety and add the following.

8.3.3.1 Completion time stipulated under other sections of the Contract Documents may be extended by Change Order to provide one additional work day for each full work day that the Contractor is prevented from working by reason of one or more of the following causes:

(a) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor,

including but not limited to, catastrophes and/or acts of God, acts of another contractor of the Owner or the Architect or their employees, acts of inspecting authorities and governmental entities, the performance of separate contract with the Owner, epidemics, quarantine restrictions, strikes or freight embargoes;

- (b) An unusual amount of adverse severe weather to such an extent as to be abnormal and beyond conditions that may be reasonably anticipated. Adverse severe weather conditions shall be defined as weather extremes [precipitation, temperature, and/or winds] which could not have been anticipated from average weather data from the U.S. weather Bureau for the past ten years and which prohibit the type of construction activity scheduled during the time of adverse weather. For delays caused by adverse severe weather up until the floor slabs are poured, the Contractor shall be entitled to extensions of one day for each day of the delay. For purposes of this Contract, a total of four (4) working days per calendar month shall be anticipated to be lost due to “normal weather” and Contractor shall not be entitled to an extension of time for the anticipated lost working days. It is anticipated that the Contractor will normally work, at a minimum, four (4) ten (10) hour days per week, with Monday through Saturday normally being available as workdays; Time extensions for adverse weather will only be granted where planned activities on the critical path of the Project are demonstrated to have been actually impacted by adverse weather and said delay in the Work could not be made up by working alternate days during the applicable work week.
- (c) Stoppage of work ordered by Owner or Architect for reasons over which Contractor has no control; and,
- (d) Any delay authorized by Owner pending arbitration, or by any cause that the Architect may justify as delay.

The Contractor shall, within fifteen (15) days after beginning of such delay notify the Owner and Architect in writing of the cause of the delay, otherwise, any claim for an extension of time and/or additional compensation shall be waived. The Architect will then ascertain the facts and extent of the delay, and notify the Contractor. Notice of delay and requests for extension of time shall set forth the cause and number of additional working days Contractor desires contract extended.

8.3.3.2 No claims for extension of time will be considered when based on delays caused by conditions existing on the date of the Contract, and of which the Contractor might be reasonably expected to have full knowledge at the time of preparing its proposal, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment.

8.3.3.3 Completion date stipulated under other sections of the Contract Documents may be extended by Change Order to compensate for additional work that may be ordered by Owner, provided such work is over and beyond the scope of work covered by original contract, and is of such nature as to materially affect date of completion.

8.3.3.4 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Subparagraph 8.3, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance or obstruction in the performance of the work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this Subparagraph 8.3.4 as “Delays”) whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor’s performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner’s exercise of any of hits rights or remedies



under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as an active interference with the Contractor's performance of the Work.

8.3.3.5 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the work shall be crated or implied.

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.2 SCHEDULE OF VALUES

Add at the end of **Paragraph 9.2** the following:

The schedule of values shall be listed in numerical order of the Sections of the Specifications, and shall include: Description of the item, quantities, and the labor, product and total Contract amount for each item. This schedule of values shall be dated and signed by the Contractor. General and Plumbing, Heating, Ventilating, Air Conditioning and Electrical contractors or Subcontractors, as the case may be, shall be broken down in accordance with the Table of Contents. Where the Contract is based on a Guaranteed Maximum Price, the Contractor's fee shall be shown as a separate item on the Schedule of Values.

#### 9.3 APPLICATIONS FOR PAYMENT

Replace **Paragraph 9.3.1** with the following:

9.3.1 Each month the Owner will make a progress payment to the Contractor based on the Contractor's complete reviewed , approved and certified application for payment for work performed under this Agreement during the preceding calendar month. Each application for payment shall be submitted by Contractor in a form acceptable to the Owner and Architect and in full compliance with the requirements of the Contract Documents. If bonding is required on the Project, each application for payment shall include the following certification: "We certify that the surety for this project has been notified of this request and consents to payment of this request." Applications for Payment shall be itemized to reflect operations and divisions of the Work completed in accordance with the approved schedule of values. Applications shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner and/or Architect may reasonably require, such as copies of requisitions from Subcontractors and material suppliers, invoices, shipping tickets, etc. Contractor's Application for Payment, in triplicate, shall be delivered to the Architect by the twenty-fifth (25th) day of each month.

Owner shall be entitled to retain ten percent (10%) of the amount approved by the Architect for payment in each Application for Payment until the work of the entire project is fifty percent (50%) complete, at which time the Owner may, in Owner's discretion, reduce the retainage amount. Owner's decision to reduce retainage will be based on Contractor's performance and anticipated performance, payment by Contractor to Subcontractors and/or suppliers, fiscal solvency of Contractor, quality of work performed by Contractor and written concurrence from Contractor's surety.

9.3.1.1 MONTHLY APPLICATIONS FOR PAYMENT WILL NOT BE REVIEWED OR PROCESSED WITHOUT AN UPDATED CONSTRUCTION SCHEDULE REFLECTING ADJUSTMENTS TO CONTRACT TIME, PROGRESS OF THE WORK AS INDICATED IN THE SCHEDULE AND PROJECTED BILLINGS.

Add at the end of **Paragraph 9.3.2** the following:

When Application for Payment includes products stored off the Project Site or stored on the Project Site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the application. Suitable storage which is off the Project Site shall be a bonded warehouse with the stored products properly tagged and identifiable for the Project. The Owner's written approval shall be obtained before the use of an off-site storage is made. If the size, quantity, and/or type of material or product is such that a bonded warehouse is deemed unsuitable, then, with the Owner's approval, the Contractor may elect to store certain products on his premises, or to prepay a Subcontractor or Supplier for certain material and products which are to remain on and be stored on the Subcontractor's or Supplier's premises until needed by the Project. In such event, the Contractor shall enter into a security agreement with the Subcontractor or Supplier under which the Contractor shall be granted a security interest in and to all such material and products fabricated and/or to be supplied by the Subcontractor or Supplier for this Project and stored on the Subcontractor's or Supplier's premises. This Security agreement shall be a part of the financing statement which shall be presented to a filing officer for filing pursuant to the Uniform Commercial Code. All expenses incurred in this agreement shall not accrue to the Owner, the Architect/Engineer, nor the Project. A copy of each and every agreement shall be filed with the Architect/Engineer with the first Application for Payment which requests payment for such material or products.

**9.4 CERTIFICATES OF PAYMENT**

9.4.2 In the second sentence, delete "an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to".

**9.5 DECISIONS TO WITHHOLD CERTIFICATION**

9.5.1.7 Delete "repeated".

Add at the end of **Paragraph 9.5.2** the following:

Any money withheld due to any of the preceding causes constitutes a waiver of the Contractor's right to interest as stipulated in Paragraph 13.6.

Add the following new Subparagraph 9.5.4

9.5.4 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, Contractor shall nevertheless expeditiously continue to prosecute the Work. If the Architect declines to certify payment and withholds its Certificate for any reason, the Architect will promptly notify the Owner and the Contractor in writing of such reasons therefore."

**9.8 SUBSTANTIAL COMPLETION**

Add at the end of **Paragraph 9.8.1** the following:

- 9.8.1.1 The Work will not be considered for Substantial Completion review until all Project systems are operational as designed, all governmental inspections and certificates have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes are in place. In general, the only remaining Work shall be minor in nature, such that the Owner could occupy the facility on the following day and the completion of the Work by the Contractor would not materially interfere with or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days following the date of Substantial Completion and the failure to do so shall automatically reinstitute the provisions for liquidated damages due the Owner as set forth in the Standard Form of Agreement Between Owner and Contractor, for such period of time as may be required by the Contractor to fully complete the work, whether the Owner has occupied the Work or not. The Owner may not unreasonably withhold acceptance of the total Project after Certification of Final Completion by the Architect.
- 9.8.1.2 If all remaining work is not completed within thirty (30) consecutive calendar days following Substantial Completion, the Owner may complete the work, or retain a Contractor to complete the work. All costs for such work shall be deducted from unpaid amounts otherwise owed to the Contractor. The Contractor shall promptly make payment to the Owner, upon written demand, in the event its costs in completing the Work exceed the unpaid contract amount.

Add after **Paragraph 9.8.2** the following:

- 9.8.2.1 In the event all items of the Contractor's first list, as may have been amended by the Architect, have not been completed or corrected by the Contractor on the date of the second review, except items for which an extension of time had been agreed upon, the Contractor shall be deemed to have neglected to prosecute the Work properly, All costs incurred by Owner due to more than two (2) inspections by the Architect, or by any of its consultants, in the inspection of items on the Contractor's List, as amended by the Architect, will be deleted from Contractor's unpaid Contract balance. This reimbursement will be deducted from the funds otherwise due Contractor under the terms of this Agreement. In addition to the above, the provisions of Paragraph 2.4 may be invoked by the Owner.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

Add after **Paragraph 9.10.1** the following:

- 9.10.1.1 When the Contractor is ready for final inspection, he shall give notice to the Architect with a copy to the Owner in the following words:

The Work on the contract for (show name of improvement or project as it appears in the Form of Agreement), having been fully completed, except as stipulated herein below, it is requested that a final inspection be made promptly by the Architect. The following work is incomplete through no fault or negligence of the Contractor: (list any Work the Contractor regards as exceptionable and after each item substantiate why its incompleteness is not due to his fault or negligence). All costs incurred by the Owner due to more than two (2) inspections by the Architect, or by any of its consultants, being required to determine final completion of the Work, or any portion thereof, will be deducted from Contractor's unpaid

Contract balance.

No final inspection shall be made until such time as the Architect and the Owner have received a letter in exact form indicated above.

Add at the end of **Paragraph 9.10.2** the following:

In addition to the above, the final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Architect, completion documents as enumerated below:

- 9.10.2.1 Guarantees as set forth in Paragraph 12.2.1.4, including other Guarantees required by specific Sections of the Specifications, 4 copies each (3 each for Owner and 1 each for Architect).
- 9.10.2.2 Shop drawings, product data, operating and maintenance manuals as set forth in Paragraphs 3.12.5.3 and 3.12.5.4.
- 9.10.2.3 Affidavit and Waiver of Lien of Contractor, 4 copies (3 for Owner and 1 for Architect).
- 9.10.2.4 Release and Waiver of Claims by Subcontractors and Product Vendors, 4 copies (3 for Owner and 1 for Architect).
- 9.10.2.5 Contractor's Affidavit as to Status of Liens, 4 copies (3 for Owner and 1 for Architect).
- 9.10.2.6 Consent of Surety Company to Final Payment (AIA Document G707), 4 copies (3 for Owner and 1 for Architect).
- 9.10.2.7 Certificate of Compliance by the Contractor of all final inspections and evidence of approvals by all governmental authorities having jurisdiction and to the issuance, when required, of any certificates of occupancy which may be applicable to the Project.
- 9.10.2.8 In addition to the above, all other submissions and certifications required by this Agreement or the Specifications must be delivered to the Architect before Contractor's request for final payment to be processed.

Delete Paragraph 9.10.3 in its entirety and replace with the following:

The balance payable under conditions stated shall reflect retainage equal to three times the value of incomplete or defective Work, as determined by the Architect/Engineer and the Owner, but not more than 5% of the Contract amount.

## ARTICLE 11

### INSURANCE AND BONDS

#### 11.1 CONTRACTOR'S LIABILITY INSURANCE

Replace the last sentence at **Paragraph 11.1.2** with the following:

Coverage shall be written on an occurrence form(s) and shall be maintained without interruption from the

date of commencement of the Work until three (3) years after the date of the final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such longer period for maintenance of completed operations coverage as specified in the Contract Documents.

Replace **Paragraph 11.1.3** with the following:

11.1.3 Certificate of Insurance prepared using AIA Document G705, latest edition shall be attached by Contractor to each copy of the Agreement before they are returned to the Architect for the Owner's signature and Certificates shall be addressed to the Owner in care of the Architect. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least (30) thirty days prior written notice has been given to the Owner. Architect will not process any pay requests received from Contractor until Certificates of insurance have been received for all insurance required under this Agreement.

Add after **Paragraph 11.1.3** the following:

11.1.4 Minimum limits of liability for following types of insurance are required (B.I. = Bodily Injury; P. D. = Property Damage); limits are shown in thousands of dollars.

- .1 Workmen's Compensation and Employer's Liability:
  - (1) Workmen's Compensation - Statutory
  - (2) Employer's Liability - 100 each occurrence form
  
- .2 Comprehensive General Liability including Broad Form Property Damage and the following coverages:
  - (1) Premises and Operations (including Underground Hazard, Explosion, and Collapse Hazard);
  - (2) Contractual/Owner's Liability
  - (3) Contractor's Protective Liability
  - (4) Products/Completed Operations

500 each occurrence	B.I.
1,000 aggregate	B.I.
500 each occurrence	P.D.
500 aggregate	P.D.
  
- .3 Comprehensive Automobile Liability, including:
  - (1) All owned Automobiles
  - (2) Non-owned Automobiles
  - (3) Hired Car Coverage

500 each occurrence	B.I.
1,000 aggregate	B.I.
200 each occurrence	P.D.
200 aggregate	P.D.

- .4 Comprehensive Excess ("Umbrella") coverage shall be provided in an amount of not less than 3,000.
- 11.1.5 In addition to Contractual Liability including indemnification provisions and Bodily Injury and Property Damage coverage under both Comprehensive General and Comprehensive Automobile Forms shall include "occurrence" basis wording, which means an event, or continuous or repeated exposure to conditions which unexpectedly causes injury or damage during policy period.
- 11.1.6 Contractor shall supply XCU coverage if applicable to his operations and shall maintain completed operations and productions liability up to the limits of the contract for one year after final payment.
- 11.1.7 Contractor shall either (a) require each of its Subcontractors to procure and maintain during the life of his Subcontract, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in Paragraph 11.1.4, or (b) insure the activities of his Subcontractors in his own policy.
- 11.1.8 The insurance required in Subparagraph 11.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- 11.1.9 Certificate of Insurance must be issued by an insurer authorized to do business in South Carolina by the South Carolina State Insurance Commission. All blanks and questions on Certificate must be filled out completely. The Owner must be listed as an "additional insured" on the Contractor's Certificate(s) of Insurance. Prior to commencement of the Work, Contractor shall provide to Owner copies of the Certificates of Insurance for its mechanical, electrical, plumbing, roofing and grading subcontractors, evidencing their respective insurance coverages for workman's compensation, general liability, excess liability and automobile liability. The Owner and /or Architect may refuse to accept any such subcontractor who does not maintain satisfactory levels of such insurance. Incomplete or inadequate Certificate(s) will be returned to Contractor as unsatisfactory and commencement of the Work will be delayed until satisfactory Certificate(s) are submitted. Such delay will not warrant extension of contract time.

## 11.2 OWNER'S LIABILITY INSURANCE

Replace **Paragraph 11.2** with the following:

- 11.2 The Contractor shall be responsible for purchasing and maintaining complete Owner's protective liability insurance covering claims which may arise from operations under the Contract. The Contractor shall file a copy of all Owner's protective liability insurance policies with the Owner before any exposure to loss may occur. Limits shall be the same as specified for general liability and property damage insurance.

## 11.3 PROPERTY INSURANCE

Replace **Paragraph 11.3.1** with the following:

- 11.3.1 The Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof, and shall insure against the perils of fire, extended



coverage, vandalism and malicious mischief. This insurance shall also cover temporary structures owned by the named insured, constructed on the Owner's site, and materials and supplies of all kinds owned by the named insured to be used in the construction of the building or structure; all while (A) in or on the building, or (B) in the open (including within vehicles) on or within 100 feet of the premises of the project. A deductible of \$20,000.00 shall apply to each loss. The amount of this deductible and any other losses not specifically covered under the Owner's property insurance shall be borne by the Contractor. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, forms and machinery owned or rented by the Contractor which are not intended to become part of the project.

Delete **Paragraphs 11.3.1.1 and 11.3.1.2** in their entirety and replace with the following:

11.3.1.1 Property insurance shall be "All Risks" builder's risk insurance subject to policy exclusions for the full Contract price, and the insurance certificate shall so state this type of insurance and amount of coverage. This insurance shall be purchased and maintained by the Owner. This insurance shall include interests of the Owner, the Architect/Engineer, the Contractor, Subcontractors, and Sub-subcontractors in the work as their interest may appear. Owner and Contractor intend that any policies furnished in response to the property insurance provisions shall protect all of the parties insured and furnished primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds.

Replace **Paragraph 11.3.1.3** with the following:

11.3.1.3 This insurance will carry the following deductibles, which shall be paid by the Contractor:

Wind and hail	\$5,000.00
Vandalism and malicious mischief	\$5,000.00
All other perils (Earthquake and Flood)	\$25,000.00

Delete **Paragraph 11.3.1.4** in its entirety and replace with the following:

The Contractor shall purchase and maintain property insurance to cover any on-site tools, equipment, scaffolding, staging, towers, forms and machinery owned or rented by the Contractor and/or the Subcontractor which are not intended to become part of the project.

Replace **Paragraph 11.3.2** with the following:

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law.

Replace **Paragraph 11.3.3** with the following:

11.3.3 The Owner at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss and use of the Owner's property caused by certain insurance perils.

Delete **Paragraphs 11.3.4 and 11.3.5** in their entirety.

Replace **Paragraph 11.3.6** with the following:

Certificates of insurance for Property Insurance shall be attached to each copy of the Agreement by the Contractor before they are returned to the Architect/Engineer. Each certificate shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to each of the certificate holders.

Replace **Paragraph 11.3.10** with the following:

The Owner, as fiduciary, shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of the loss to the Owner's exercise of this power. Any insured loss is to be adjusted with the Owner and made payable to the Owner subject to the requirements of any applicable mortgage clause.

Add after **Paragraph 11.3.10** the following:

11.3.11 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to final completion thereof, no insurance coverages provided by the Contractor shall be cancelled or lapsed on account of such partial occupancy. Consent of the Contractor and any insurance company or companies to such occupancy or use shall not be unreasonably withheld.

#### **11.4 PERFORMANCE BOND AND PAYMENT BOND**

Replace **Paragraph 11.4.1** with the following:

Performance and Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, which are acceptable to the Owner, from a surety company authorized to do business in the state in which the Project is constructed for the full amount of the Contract Sum. The bond shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The bond shall remain in force until (1) all Work has been completed and accepted by the Owner, (2) the provisions of all guarantees required by these Contract Documents have been fulfilled, and the time limitation for all guarantees has expired, or (3) until the time for the filing of all mechanics' lien has expired, whichever is longer, after which it shall become void. The Contractor shall pay all charges in connection with this bond as a part of the Contract.

Contractor shall provide and pay the cost of Performance and Payment bonds, in the form of AIA Document A311 "PERFORMANCE BOND AND LABOR AND MATERIAL BOND." Each shall be in the full amount of the Contract Sum, issued by a Surety Company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond. This bond shall be written on AIA Document A-311, latest edition. Copies of AIA Document A-311 may be obtained from the local office supply or stationery store or may be ordered from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. A current Power-of-Attorney shall be attached to this bond.

The Contractor shall deliver the required bonds to the Owner not later than ten (10) days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Paragraph 11.4.1.

Add after **Paragraph 11.4.2** the following:

- 11.4.2           **CONTRACTOR'S DEFAULT:** If the Contractor defaults, the Contractor, or his Surety if Surety is required, shall reimburse the Owner for any additional architectural fees for additional services made necessary because of the Contractor's default.

## ARTICLE 12

### UNCOVERING AND CORRECTION OF WORK

#### 12.2    **CORRECTION OF WORK**

Add after Paragraph 12.2.1.1

- 12.2.1.2 Contractor warrants that all Work will be free from defects in material and workmanship for a period of one (1) year after certification of final completion by the Architect. Contractor warrants that repair or replacement of said defects shall be performed in a timely manner and at no expense to the Owner.
- 12.2.1.3 All warranties shall include labor and products, and shall be signed by the manufacturer or subcontractor, as the case may be, and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Architect upon completion of the Project and before or with the submission of Contractor's request for final payment. All guarantees and all warranties required by the Contract Documents shall be in addition to, and not in limitation of any other guarantees and warranties provided for by law.
- 12.2.1.4 The Contractor shall obtain and forward to the Owner any and all guarantees issued by the manufacturers for products and systems covered under the Contract Documents. In the event the manufacturer does not have a suitable "preprinted warranty form" to fully cover the guarantee requirements as set forth in the Contract Documents, Contractor shall produce a warranty form patterned after the requirements herein.
- 12.2.1.5 Guarantees shall become effective on a date established by the Architect/Engineer. This date generally shall be the date of Final Completion of the total Project,. In this event, separate warranties are issued for specific portions of the Project such guarantees shall be effective on the date the applicable specific portion was certified by the Architect as substantially complete. As additional work is certified as substantially complete, separate warranties for those specific portions of the Work shall be issued and provided to Owner.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

#### 13.1    **GOVERNING LAW**

Add to **Paragraph 13.1.1** the following:

By executing a Contract for the Project the Contractor agrees to submit itself to the jurisdiction of the courts of the State of South Carolina, County of Greenville, for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever nature applicable thereto.

13.1.2. By executing a Contract for the Project the Contractor also agrees to follow the Policies established by the Greenville County Schools Board of Trustees.

- A. The Contractor hereby certifies that he will provide a “Drug Free Workplace” as defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set for Title 44, Chapter 107. Further, the Contractor acknowledges Board of Trustees Policies mandating that all District property shall be “Weapons Free” (including all permitted concealed weapons), “Tobacco Free” and “Drug Free”. The Contractor hereby certifies that he (and any/all sub-contractors) will observe and enforce the “Weapons Free”, “Tobacco Free” and “Drug Free” Policy. Failure to comply may result in being asked to leave the facility.
- B. The Contractor hereby certifies that he and any/all subcontractors shall verify that any employees who have been charged with, are under investigation for or convicted of any crime related to children (or) any employee of the contractor or subcontractor charged with, under investigation for or convicted as a sex offender, shall not be allowed on District property at any time as a result of an award for this Contract or any other solicitation. Failure on the part of the contractor and/or subcontractor to enforce this policy shall result in the immediate termination of any existing Contract(s) and the cancellation of any solicitation or award at no cost to the District. The Contractor’s and subcontractors’ employees shall not interact with students at any time.

### 13.5 TESTS AND INSPECTIONS

Add after **Paragraph 13.5.1** the following:

- 13.5.1.1 Contractor shall be responsible for coordination and performance of tests on all fire detection equipment.

### 13.6 INTEREST

Replace **Paragraph 13.6.1** with the following:

- 13.6.1 Payments certified due by the Architect due and unpaid under the Contract Documents shall bear interest as provided in the District’s Procurement Code.

### 13.7 TIME LIMITS ON CLAIMS

Add after **Paragraph 13.7.1** the following:

### 13.8 OMNIBUS RECONCILIATION ACT OF 1980 (PL 96-499) - AUDIT; ACCESS TO RECORDS.

- 13.8.1 (A) This clause is applicable if the amount of the contract exceeds \$10,000.00.
- (B) The Contractor shall maintain the Contract, books, records, documents, and other evidence as are necessary to certify the nature and extent of the Work and

cost of the Work under this contract in accordance with accepted business practice, appropriate accounting procedures and practices, and regulations promulgated by the Secretary of Health and Human Resources. The Contractor shall also maintain the financial information and data described above until the expiration of 4 years after furnishing of services pursuant to this contract. The Secretary, the Comptroller General of the United States, the Owner, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Contractor will provide proper facilities for such access and inspection.

- (C) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing of audit agency(ies).
- (D) If the Contractor carries out any of the duties of the contract through a subcontract with a value or cost of \$10,000 or more over a 12 month period, with a related organization, such subcontract shall provide that paragraphs B and C will be incorporated in such subcontract.

### **13.9 PROTECTION OF ADJOINING PROPERTY**

- 13.9.1 The Contractor shall be responsible to the Owner for all damages and all injuries to adjoining or near-by lands and/or buildings or to owners thereof and shall replace and make good the same and defend and save the Owner harmless.

### **13.10 SILT CONTROL**

- 13.10.1 The Contractor shall provide necessary materials and barriers to control silt within the limits of the Work. The Contractor shall be responsible for the design and continuous maintenance of silt control devices. Such devices shall be promptly replaced if damaged. The Contractor agrees to defend and save the Owner harmless from liability for any damage or injury to adjoining and/or downstream properties or improvements caused by silt and water carried off the construction site. The Contractor shall maintain silt control devices until substantial completion of the Contract or until the site is stabilized by establishing a stand of grass, whichever is later. Similarly, Contractor shall make provisions to control dust during windy and dry weather.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add after **Paragraph 14.2.4** the following:

- 14.2.5 The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

Add after Paragraph 14.4.3 the following:

- 14.4.4 **TERMINATION BY THE OWNER FOR CONVENIENCE** Upon a determination by a court of competent

jurisdiction that termination of the Contractor pursuant to Paragraph 14.2 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to Paragraph 14.4 and the provisions of Subparagraph 14.4.3 shall apply.

## ARTICLE 15

### CLAIMS AND DISPUTES

#### 15.1.4 CLAIMS FOR ADDITIONAL COST

15.1.4 Between the first and second sentence, insert “Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner and the Architect. If further, or other, information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner and the Architect in writing.”

#### 15.1.5 CLAIMS FOR ADDITIONAL TIME

Add after **Paragraph 15.1.5.2** the following:

15.1.5.3 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might be reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the Work contracted for as to materials, labor and equipment. No claims for extension of time will be considered when based on delays which are not demonstrated to the reasonable satisfaction of Owner and/or Architect to have delayed scheduled work items on critical path of the Project.

#### Add Section 15.3 PARTNERING

15.3.1 The construction phase of the project will include Partnering, a procedure designed to help avoid disputes by creating and maintaining working relationships characterized by trust, teamwork, good faith and fair dealing between and among all project participants for their mutual benefit. Partnering draws on the strengths of participants to identify and achieve common goals and to facilitate effective and efficient contract performance and completion within budget, on schedule, and in conformity with contract documents with no claims.

15.3.2 The Owner and the Contractor will pay, directly to the provider, one-half of any costs associated with effectuating the Partnering process including, but not limited to, costs for the meeting place, supplies and provider. The initial Partnering workshop will be scheduled by the Owner and conducted prior to start of construction. Attendance at all workshops will be by invitation of the Owner with the cooperation of the Contractor. Although participation is voluntary, it is expected that attendees will include key personnel from the Owner, the Contractor, all Subcontractors listed or otherwise known, major suppliers, and the Architect/Engineer. Local government personnel and others will also be invited to attend as necessary. Subsequent workshops will be scheduled periodically throughout the duration of the project at such times agreed to by those in attendance at the workshop. All workshops will be job specific and focus on schedules, plans, specifications, subtrades, and such other issues as are appropriate.



- 15.3.3 An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner. Alternative dispute resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship among all project participants. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the project participants to resolve any dispute that may arise during performance.
- 15.3.4 The establishment of a Partnering Charter on the project will not change the legal relationship of the contracting parties nor relieve any party from its contractual duties and obligations.

Renumber §15.3 as 15.4

Add as §15.5 LITIGATION the following: Claim or dispute between the parties which are not resolved as set forth in §15.1 through §15.4 shall be subject to litigation in the Greenville County Court of Common Pleas or other Court of competent jurisdiction

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

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

THE SCHOOL DISTRICT OF GREENVILLE COUNTY:

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

OWNER-CONTRACTOR AGREEMENT

OWNER PROJECT NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

JOB: "LED Lighting Retrofit Program, Riverside High School"

THIS CONTRACT AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The School District of Greenville County hereinafter called Owner and \_\_\_\_\_ hereinafter called Contractor.

WITNESSETH:

WHEREAS, it is agreed that work is to be performed by Contractor under the terms and conditions hereinafter set forth; NOW, THEREFORE, in consideration of the premises and the covenants and conditions herein contained, it is mutually agreed as follows:

1. Hereby made a part of and incorporated into this Contract Agreement by reference thereto are all plans, specifications, general conditions, agreements and documents pertaining thereto and all regulations, rulings, specifications now in effect or which may be adopted applicable or pertaining to said Work, all of which are hereinafter referred to collectively as the Contract, and Contractor shall be bound thereby in the performance of this Contract and agrees to comply therewith and perform said Work in accordance therewith.
2. Contractor acknowledges and agrees that he has examined sufficiently to his satisfaction the site of the Work and is fully familiar with the aforesaid Contract. Contractor assumes full responsibility for all conditions of the Work.
3. Contractor agrees to perform said Contract as set forth on ~~Attachment "A"~~ attached drawing of specifications hereby made a part of this Contract Agreement.

4. Owner agrees to pay Contractor, subject to other provisions hereof, the prices set forth hereinafter for the respective items of Work, or if said prices are not itemized, the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

a. Payments shall be made monthly upon proper application by Contractor. Under this Contract, the billing cycle ends on the twenty-fifth (25<sup>th</sup>) day of each month. Contractor's Application for Payment shall reflect Work in place by this day and shall be delivered to Owner on or by the last working day of the month. In no event shall a final Application for Payment be delivered to Owner later than June 25 of the Owner's fiscal year in which the Contract is dated. Fiscal year begins July 1 and ends July 30. Owner shall pay contractor by the twenty-fifth (25<sup>th</sup>) day of the month following receipt of Application. (See also Paragraph 7).

b. Each Application for Payment shall be based upon a Schedule of Values submitted by Contractor for Owner's approval within thirty (30) days of the Contract date. The Schedule of values shall, where applicable, allocate the entire Contract sum among the various portions of the Work.

c. Applications for Payment shall be made on or in the form of ~~complete Attachment "B"~~ AIA Document G702-1992. Retainage calculated at ten percent (10%) of completed Work and materials shall be withheld until final acceptance and final payment by Owner.

d. Payment will be made to Contractor only for actual Work performed to the satisfaction of Owner. Final payment to Contractor is to be made upon acceptance of the work by Owner subject to the conditions set forth in paragraph 11 below. Amounts due and unpaid ten (10) days after the due date shall bear interest at the rate of one percent (1%) per month.

e. The making of final payment shall constitute a waiver of claims by both parties except those arising from:

- i. Liens, claims previously submitted but unresolved, security interests or Encumbrances arising out of the Contract;
- ii failure of the Work to comply with the requirements of the Contract; or
- iii terms of warranties required by the Contract.

f. Contractor may apply for payment for materials properly stored at the project site; such application must be accompanied by invoices for those materials. Contractor retains responsibility for quantity of all materials under this Contract Agreement.

5. Contractor shall furnish at his own expense all labor, equipment, materials, apparatus, fuel, energy, tools and other facilities necessary for the expeditious execution and completion of said Work, including Contractor's own clean up. Clean up and

housekeeping will be strictly enforced. Contractor shall remove construction debris and refuse from the work area on a daily basis. In the event of non-conformance, Owner may self-perform and back charge Contractor for actual cost or terminate the Contract as provided in paragraphs 12 and 13.

6.
  - a. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only through written change order by Owner's project manager.
  - b. Change orders shall be signed by Owner and Contractor and shall state their agreement upon the following:
    - I. Unit price stated in the Contract;
    - ii. the amount of the adjustment in the Contract sum, if any; and
    - iii. the extent of the adjustment in the Contract time, if any.
  - c. In the event a change provides for an adjustment to the Contract sum, the adjustment shall be based upon one of the following methods and in the following precedence:
    - I. Unit price stated in the Contract;
    - ii. mutual acceptance of a lump sum properly itemized and supported by sufficient sustaining data to permit evaluation;
    - iv. actual documented cost and a fixed fifteen percent (15%) for Contractor-performed or seven percent (7%) for subcontracted work covering overhead and profit.
  - d. Changes in the Work must be identified and submitted to the Owner in the form of a Change Order within seven days of identification. Any work executed without and executed change order will be deemed as part of this Contract.
7. Contractor is to commence the Work on \_\_\_\_\_ and shall complete the same not later than \_\_\_\_\_ and shall maintain such rate of progress in performance of said Work as to not impede Owner or Contractor in the performance of its work and so as to satisfy Owner with the rate of progress of such Work. Contractor shall submit, for Owner's approval, within thirty (30) days of Contract date, a detailed Construction Schedule within the constraints of this paragraph and which coincides with the Schedule of Values required by subparagraph 4.b.

Upon request by Owner, during the scheduling process and if mutually agreed to by both parties, certain parts of the Work covered by this Contract Agreement shall be prosecuted in preference to others. Owner or another contractor may, upon agreement of Contractor, perform certain parts of the Work herein contracted for without affecting the validity of the Contract.

8. If Contractor is delayed at any time in the progress of the Work by an act or neglect of Owner, or by changes ordered in the Work, or by labor disputes, poor weather conditions which could not reasonably anticipated for this particular geographic location or other causes beyond the Contractor's control, and if requested in writing by Contractor, the contract time shall be extended accordingly by change order.
  
9. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architects and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss of expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right of obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 9. in any and all claims against the owner or the Architect or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' or Workman's Compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this paragraph 9 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage. Contractor assumes full responsibility for securing necessary permits and licenses and for payment of all state and federal and local taxes, including, but not limited to, federal unemployment insurance, old age benefits, sales taxes, property taxes and income taxes and agrees to comply with all laws, ordinances, regulations or requirements applicable to Contractor promulgated by national, state, municipal or other governments or agencies.

a. Insurance

Insurance required shall be written for not less than any limits of liability specified in the Contract documents (listed below) or required by laws of South Carolina, whichever is greater.

Workman's Compensation Insurance – Statutory, required of all contractors regardless of number of employees.

Comprehensive General Liability shall include: (1) Contractor’s liability, (2) Owner’s and Contractor’s liability, and (3) Contractual Liability, all having limits of not less than:

Bodily Injury                                 \$ 500,000 --- per occurrence  
\$1,000,000 --- aggregate

Property Damage                            \$ 500,000 --- per occurrence  
\$ 500,000 --- aggregate

Comprehensive Automobile Liability shall include coverage for all owned, non-owned, and hired automotive equipment, all having limits of not less than:

Bodily Injury                                 \$ 500,000 --- per person  
\$1,000,000 --- per occurrence

Property Damage                            \$ 200,000 --- per occurrence

Comprehensive Excess (“umbrella”) coverage shall be provided in an amount of not less than \$1,000,000. \_\_\_\_\_

In addition to the insurance required above, the following special insurance shall be required when marked with “X”:

( X ) Explosion, Collapse, Underground (X C U) coverage in the highest amounts specified above for Comprehensive General Liability.

( ) Completed Operations coverage is to be maintained for \_\_\_\_\_ years after final acceptance of the Work.

( ) Maritime and federal Employers Liability (Longshoremen’s and Harbor, Worker’s Coverage) in the amount required by Federal law.

( ) Railroad Protective Insurance.

Until said Certificate of Insurance is properly executed and delivered to the Owner, the Contractor shall not be permitted to begin performance of the Work under this Contract. Contractor’s insurance certificate shall list the Owner as an “Additional Insured”.

- 10. Contractor warrants that he has sufficient funds and credit to pay currently all bills incurred in the performance of the Work hereunder without the necessity of resorting to earnings for Work performed hereunder and agrees that failure to pay such bills shall be a breach of the Contract for which Owner may terminate this Contract or may, but shall not be required to withhold all sums otherwise payable hereunder for past and future earnings

until Contractor, presents satisfactory evidence of payment, and in case any such bill or claim is disputed by Contractor, Owner may, for the purposes of this Contract, consider the same to be valid until discharged and released or until satisfactory security is given for Owner's owner-indemnification. The failure of Owner to invoke this paragraph on any one occasion or on any series of occasions shall not amount to a waiver of the rights granted hereunder. At Owner's option, Owner may, but shall not be required to, pay any such bill or claim and recover the same from Contractor or any surety or deduct the same from any payments (progress or retainage) otherwise due hereunder. Any and all payments made in good faith in the belief that Contractor is liable, whether liable or not shall be conclusive of Owner's right to reimbursement and a sworn itemized statement thereof or the checks or other evidence of payment shall be conclusive evidence of the fact and extent of Contractor's liability to Owner.

11. Prior to final payment, Contractor agrees to sign and deliver to Owner affidavits of payment and waivers of liens as to this the Contract and Owner.
12. In the event Contractor fails at any time to comply strictly with the terms of this Contract or fails to furnish sufficient satisfactory materials, qualified labor or equipment or facilities in performance of the Work covered by this Contract or refuses, neglects or fails to prosecute the Work with promptness and diligence, or fails to perform said Work in accordance with the approved progress schedule or fails to make prompt payment for materials, labor, equipment or taxes, or becomes involved in a labor dispute that delays or impedes any part of the Contract, this Contract may be terminated after seven days written notice by Owner. It is recognized that time is of the essence of the Contract and that delay in the prosecution of the Work by Contractor or improper performance of this Contract are prejudicial to the interest of the Owner. Contractor agrees that Owner has the right and power for cause or convenience to terminate this Contract. This Contract may be terminated in the event Contractor becomes insolvent or is adjudged as bankrupt or files or has filed against him any proceedings in bankruptcy, arrangement or reorganization, or in the event Contractor makes a general assignment for the benefit of creditors or a receiver is appointed for the Contractor.
13. In the event of termination of this Contract for cause, Owner may take over the performance for the Work covered by this Contract and complete the same or may contract all or any part thereof, retaining any money that may otherwise have been due Contractor so far as is necessary to defray the cost of completing the work covered hereunder. Any excess of the amount retained after defraying the costs of completing the Work covered under this Contract (including overhead and indirect cost to Owner) and any damages sustained by Owner by reason of breach of the Contract by Contractor shall be paid over the Contractor after completion and acceptance of the Work. In the event the amount retained is not sufficient to cover such costs, expenses, and damages, Contractor shall pay upon demand the balance due to the Owner. Owner is hereby authorized in the event of termination of this Contract to retain any and all equipment of Contractor being used in the performance of the Work and use the same or authorize the use by some other contractor for the completion of said Work without any payment of liability for the use of



the same except a reasonable rental value, which may be offset against any sums due Owner for completing the performance of the Work.

If the Owner fails to make payment for a period of thirty (30) days through no fault of the Contractor, the Contractor may upon seven (7) days additional written notice to the Owner, terminate the Contract. Upon such termination by Owner for convenience, Contractor may recover from the Owner payment for all work properly executed, and for any proven loss sustained upon any materials, equipment, tolls and construction equipment and as reduced by the amount of payments otherwise made.

14. Contractor agrees to turn over and deliver to Owner, said Work substantially completed within the aforesaid time in good condition and free and clean of any liens, encumbrances or claims, and shall protect and save harmless Owner from any and all claims, encumbrances and liens against said Work or against Owner. Should Contractor cause any delay which results in a penalty, or liquidated or other delay damages, such penalty or damages shall be paid by Contractor. Final completion and acceptance shall be achieved within thirty (30) days of substantial completion.
15. Contractor agrees to deliver to Owner upon demand properly executed surety bonds in a form satisfactory to Owner in the penal sum of the total amount of this Contract with surety or sureties satisfactory to Owner conditioned upon faithful performance of this Contract and payment of all sums due for the performance of said Work and which may be due under this Contract. The premiums of such bonds are to be paid by Contractor. Payment for the work under this Contract shall not be made until the bonds are delivered to and approved by Owner. Failure to deliver such bonds to Owner shall be deemed to be a breach of this Contract at the option of Owner, this Contract may be terminated and Contractor shall be responsible for any and all damages which Owner may sustain in performing said Work or in having it performed by another contractor. Insofar as said surety bonds are concerned, Owner reserves the right to change and vary the terms of this Contract without notice to said surety, but without affecting the validity of said bonds of the liability of the surety thereunder. The surety or sureties for any such bonds agree to be bound by any decision affecting Contractor's rights rendered in accordance with the procedures in Article 22, "Disputes".
- 16.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof, with a \$20,000 deductible applying to each loss. The amount if this deductible and any other losses not specifically covered under the Owner's property insurance shall be borne by the Contractor. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, forms and machinery owned or rented by the Contractor which are not intended to become part of the project. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

- 16.2 Any loss insured under paragraph 16.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any mortgagee clause.
- 16.3 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.
17. Contractor shall not assign all or any part of this Contract or sub-let all or any part of the Work provided for hereunder without the prior written consent of Owner, but in any event, and without regard to whether such consent is given or not, Contractor agrees to indemnify and save Owner harmless, as hereinabove set forth, even though claims might be based upon items supplied to or by an assignee or subcontractor of the undersigned Contractor or to or by any other party ( no matter how remote or disconnected) performing or having any connection whatever with the performance of the Work and for which Owner may be liable.
18. Contractor shall remedy any defects in said Work and pay for any damages to any Work resulting from failure to perform its Work in accordance with the contract and shall indemnify and save harmless Owner from any and all suits, claims or liabilities of any nature including, but not limited to property damage and/or personal injury by reason of the performance of this Contract or failure to perform the Contract in accordance with its terms, or arising out of any other acts or activities of Contractor, its employees or agents.
19. Contractor acknowledges familiarity with, and understanding of, the Federal occupational Safety and Health Act of 1970 (Public Law 91-596). Contractor agrees that should he fail to abide by any portion of these standards, he will accept full and total responsibility for all consequences due to this neglect. Contractor agrees that Owner is not responsible for notifying Contractor of violation of said law. In cases where Owner notifies Contractor in writing of safety violations, if contractor fails to remedy such safety violations Owner has the option (but not the obligation) to remedy the violation at Contractor's expense and/or terminate Contract.
20. Included herewith is the text of a clause which shall be returned to the Owner, properly endorsed by the Contractor, prior to Award of this Contract.
- A. The undersigned hereby certifies that the Contractor will provide a "Drug Free Workplace" as defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set for Title 44, Chapter 107. Further, the Contractor acknowledges Board of Trustees Policies mandating that all District property shall be "Weapons Free" (including all permitted concealed weapons), "Tobacco Free" and "Drug Free". The undersigned hereby certifies that the Contractor (and any sub-contractors) will

observe and enforce the “Weapons Free”, “Tobacco Free” and “Drug Free” policy. Failure to comply could result in being asked to leave the facility.

- B. The undersigned hereby certifies that Contractors and subcontractors shall verify that any employees who have been charged with, are under investigation for or convicted of any crime related to children (or) any employee of the contractor or subcontractor charged with, under investigation for or convicted as a sex offender, shall not be allowed on District property at any time as a result of an award for this Contract or any other solicitation. Failure on the part of the contractor and/or subcontractor to enforce this Policy shall result in the immediate termination of any existing contract(s) and the cancellation of any other solicitation or award at no cost to the District. Contractor’s and subcontractor’s employees shall not interact with students at any time.

**Please acknowledge and certify your compliance:**

\_\_\_\_\_/\_\_\_\_\_  
Contractor Representative Signature / Date

21. Neither Contractor nor any of contractor’s agents, employees or subcontractors shall employ or keep any workman whose employment on the Work covered by this Contract is reasonably objected to by the Owner. Nor shall the contractor be required to Contract with anyone to whom he has a reasonable objection.
22. The failure of either party to invoke any provisions hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provisions or rights.
- 23 Disputes/Changes
- A. Claims

Contractor shall provide written notice to Owner and shall receive Owner’s written response before proceeding to execute any Work subject to claims for additional cost, time, or damages as follows:

- i. Subsurface or concealed conditions which differ materially from those indicated in the Contract documents and which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities;
- ii. Weather conditions adversely affecting scheduled construction, documented to be abnormal for the period of time and which could not have been reasonably anticipated;

- iii. Injury or damage suffered by either party as a result of an act, omission or breach of Contract by the other party. Owner specifically reserves its right to make similar claims.

Claims notification must be made in writing within twenty-one (21) days after occurrence of the event giving rise to such claim or with twenty-one (21) days after the claimant first recognizes the conditions giving rise to the claim. No claim or dispute shall interfere with the progress of the Work. Contractor shall proceed diligently with performance of the Contract and Owner shall continue to make payments in accordance with the Contract.

B. Disputes

If, at any time, any controversy should arise between the Owner and Contractor with respect to any matter or thing involved in, arising out of, or related to the Contract (or breach thereof), or work, which controversy is not controlled or determined by Section (A) above or other provisions of the Contract, then the decision of the Owner shall be followed by the Contractor, and said controversy shall be decided as follows:

- i. The Contractor shall be bound conclusively by and abide by the Owner's decision, unless the Contractor shall commence legal proceedings as hereinafter provided.
- iii. By executing this Contract, the Contractor agrees to submit itself to the jurisdiction of the courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes and whatever nature applicable thereto.
- iii. No dispute or controversy shall interfere with the progress of the Work, and Contractor shall proceed with its work without interruption, deficiency or delay.

C. Expenses

In any instance whereby either party is entitled, under this Contract, to be indemnified by or recover any monies from the other party, he shall be entitled, in addition, to recover from the other party (a) interest of any sums due from the date due until paid; (b) reasonable attorneys' fees incurred for all investigation, negotiation, litigation, and other such services commonly performed by attorneys; and, (c) all court costs, fees paid to experts, and like expenses.

24. Contractor warrants that all Work will be free from defects in material and workmanship for a period of one (1) year after final acceptance or beneficial occupancy by Owner whichever occurs first, and that repairs or replacements of said defects shall be performed in a timely manner at no expense to Owner.

25. The terms and conditions of this Contract are to be considered severable, and a determination of the invalidity of any term(s) or condition(s) shall not affect the validity of the remaining terms and conditions of the Contract which shall remain in full force and effect.

WITNESS our hands and seals the day and year first above written.

THE SCHOOL DISTRICT OF GREENVILLE COUNTY

By: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
As to Contractor By: \_\_\_\_\_  
President

\_\_\_\_\_

- Distribution: School Facilities
- Contractor
- Legal Counsel
- Insurance

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

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

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

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

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

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

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

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

School District of Greenville County  
2 Space Drive  
Taylors, SC 29687

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)*

Riverside High School LED Lighting Retrofit  
XXX  
Greer, SC

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

Burdette Engineering, Inc.  
200 Regent Park Court  
Greenville, SC 29607

The Owner and Contractor agree as follows.

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

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

Init.

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

#### § 3.3 Substantial Completion

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

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

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**ARTICLE 4 CONTRACT SUM**

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

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

**§ 4.2 Alternates**

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

*(Insert the accepted Alternates.)*

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

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

*(Identify each allowance.)*

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

§ 4.4 Unit prices, if any:

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

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

**§ 4.5 Liquidated damages**

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

§ 4.6 Other:

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

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

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

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

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

## § 5.2 Final Payment

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

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

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

## ARTICLE 6 DISPUTE RESOLUTION

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

**Name:**

**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:**

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

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

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

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

§ 8.5 The Architect's representative:

**Name:**  
**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.

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

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

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

#### § 8.8 Other Provisions:

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

*(Check box if applicable to this Contract)*

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

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

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

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

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

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



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

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

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

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

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

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

## Insurance and Bonds

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

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

Riverside High School LED Lighting Retrofit  
XXX  
Greer, SC

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

School District of Greenville County  
2 Space Drive  
Taylors, SC 29687

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

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

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

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

## TABLE OF ARTICLES

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

### ARTICLE A.1 GENERAL

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

## ARTICLE A.2 OWNER'S INSURANCE

### § A.2.1 General

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

### § A.2.2 Liability Insurance

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

### § A.2.3 Reserved

#### § A.2.3.1 Reserved

##### § A.2.3.1.1 Reserved

##### § A.2.3.1.2 Reserved

##### § A.2.3.1.3 Reserved

##### § A.2.3.1.4 Reserved

#### § A.2.3.2 Reserved

#### § A.2.3.3 Reserved

### § A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.

#### § A.2.4.1 Other Insurance

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

Coverage

Limits

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

### § A.3.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

### § A.3.3 Required Property Insurance

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

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

**Causes of Loss**

**Sub-Limit**

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

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

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

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

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

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

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

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

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

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

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

**§ A.3.4.2.1 Reserved**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Bid Bond**

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

<< >>< >>  
<< >>

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

<< >>< >>  
<< >>

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

School District of Greenville County  
2 Space Drive, Taylors, SC 29687

**BOND AMOUNT:** \$ << >>

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

Riverside High School LED Lighting Retrofit  
Greer, SC  
<< >>

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.

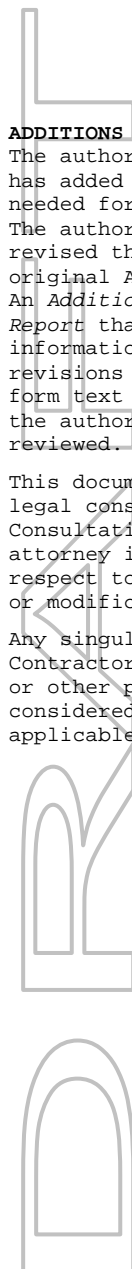
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.



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Signed and sealed this « » day of « », « »

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

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

« »  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

« »  
\_\_\_\_\_  
(Title)

« »  
\_\_\_\_\_  
(Surety) (Seal)

« »  
\_\_\_\_\_  
(Title)



# DRAFT AIA® Document A312® - 2010

## Payment Bond

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

« »  
« »

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

« »  
« »

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

School District of Greenville County  
2 Space Drive, Taylors, SC 29687

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:  
(Name and location)

« »  
« »

### BOND

Date:  
(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: (Corporate Seal)

**SURETY**  
Company: (Corporate Seal)

Signature:  
Name and Title: « »

Signature:  
Name and Title: « »

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party:)

Burdette Engineering, Inc.  
200 Regent Park Court  
Greenville, SC 29607

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, 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; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction 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 may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »



# DRAFT AIA® Document A312® - 2010

## Performance Bond

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

« »« »  
« »

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

« »« »  
« »

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

School District of Greenville County  
2 Space Drive, Taylors, SC 29687

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this

None

See Section 16

Bond:

**CONTRACTOR AS PRINCIPAL**  
Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner 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 Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: << >><< >> \_\_\_\_\_

Address: << >> \_\_\_\_\_

SURETY

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: << >><< >> \_\_\_\_\_

Address: << >> \_\_\_\_\_



# DRAFT AIA® Document G701® - 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Riverside High School LED Lighting Retrofit Greer, SC	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date:	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date:
<b>OWNER:</b> <i>(Name and address)</i> School District of Greenville County 2 Space Drive, Taylors, SC 29687	<b>ARCHITECT:</b> <i>(Name and address)</i> Burdette Engineering, Inc. 200 Regent Park Court, Greenville, SC 29607	<b>CONTRACTOR:</b> <i>(Name and address)</i>

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ <b>ARCHITECT</b> <i>(Firm name)</i>	_____ <b>CONTRACTOR</b> <i>(Firm name)</i>	_____ <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
_____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	_____ <b>DATE</b>	_____ <b>DATE</b>

Application and Certificate for Payment

<b>TO OWNER:</b>	School District of Greenville County 2 Space Drive, Taylors, SC 29687	<b>PROJECT:</b>	Riverside High School LED Lighting Retrofit Greer, SC	<b>APPLICATION NO:</b>	001	<b>Distribution to:</b>
<b>FROM CONTRACTOR:</b>		<b>VIA ARCHITECT:</b>	Burdette Engineering, Inc. 200 Regent Park Court, Greenville, SC 29607	<b>PERIOD TO:</b>		OWNER: <input type="checkbox"/>
				<b>CONTRACT FOR:</b>	General Construction	ARCHITECT: <input type="checkbox"/>
				<b>CONTRACT DATE:</b>	/ /	CONTRACTOR: <input type="checkbox"/>
				<b>PROJECT NOS:</b>		FIELD: <input type="checkbox"/>
						OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

AIA Document G703®, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$0.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$0.00
- 5. RETAINAGE:

- a. 0 % of Completed Work  
(Column D + E on G703) = \$0.00
- b. 0 % of Stored Material  
(Column F on G703) = \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$0.00

- 6. TOTAL EARNED LESS RETAINAGE ..... \$0.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$0.00  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
(Line 3 less Line 6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

# DRAFT AIA® Document G703® - 1992

## Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
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		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00					

DRAFT

# AIA® Document G706® - 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Riverside High School LED Lighting Retrofit Greer, SC	ARCHITECT'S PROJECT NUMBER: 23370B	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> School District of Greenville County 2 Space Drive, Taylors, SC 29687	CONTRACT FOR: CONTRACT DATED:	

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose  
Indicate Attachment  Yes  No

CONTRACTOR: *(Name and address)*

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY:

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:



DRAFT

# AIA® Document G706®A - 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> Riverside High School LED Lighting Retrofit Greer, SC	<b>ARCHITECT'S PROJECT NUMBER:</b> 23370B	<input type="checkbox"/> OWNER:
<b>TO OWNER:</b> <i>(Name and address)</i> School District of Greenville County 2 Space Drive, Taylors, SC 29687	<b>CONTRACT FOR:</b> <b>CONTRACT DATED:</b>	<input type="checkbox"/> ARCHITECT:
		<input type="checkbox"/> CONTRACTOR:
		<input type="checkbox"/> SURETY:
		<input type="checkbox"/> OTHER:

**STATE OF:**  
**COUNTY OF:**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

**BY:**

\_\_\_\_\_  
*(Signature of authorized representative)*

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

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

# DRAFT AIA<sup>®</sup> Document G707™ - 1994

## Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Riverside High School LED Lighting Retrofit Greer, SC	ARCHITECT'S PROJECT NUMBER: 23370B	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> School District of Greenville County 2 Space Drive, Taylors, SC 29687	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

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

\_\_\_\_\_  
*(Signature of authorized representative)*

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

Attest:  
(Seal):

Supplemental Attachment for ACORD Certificate of Insurance  
25

<b>PROJECT:</b> <i>(name and address)</i> Riverside High School LED Lighting Retrofit Greer, SC	<b>CONTRACT INFORMATION:</b> Contract For:  Date:	<b>CERTIFICATE INFORMATION:</b> Producer:  Insured: Date:
<b>OWNER:</b> <i>(name and address)</i> School District of Greenville County 2 Space Drive, Taylors, SC 29687	<b>ARCHITECT:</b> <i>(name and address)</i> Burdette Engineering, Inc. 200 Regent Park Court, Greenville, SC 29607	<b>CONTRACTOR:</b> <i>(name and address)</i>

**A. General Liability**

- |   | Yes                      | No                       | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| 1. Does this policy include coverage for:   |                          |                          |                          |
| a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b Personal injury and advertising injury?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d Bodily injury or property damage arising out of completed operations?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e The Contractor's indemnity obligations included in the Contract Documents?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy contain an exclusion or restriction of coverage for:  |                          |                          |                          |
| a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c Claims for bodily injury other than to employees of the insured?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e Claims for loss excluded under a prior work endorsement or other similar exclusionary language?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g Claims related to residential, multi-family, or other habitational projects?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h Claims related to roofing?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j Claims related to earth subsistence or movement?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k Claims related to explosion, collapse, and underground hazards?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**B. Other Insurance Coverage**

- |   | Yes                      | No                       | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| 1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each. |                          |                          |                          |
| a Professional liability insurance  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits:  |                          |                          |                          |
| b Pollution liability insurance   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits:  |                          |                          |                          |

- c Insurance for maritime liability risks associated with the operation of a vessel     
     Coverage limits:
- d Insurance for the use or operation of manned or unmanned aircraft     
     Coverage limits:
- e Property insurance     
     Coverage limits:
- f Railroad protective liability insurance     
     Coverage limits:
- g Asbestos abatement liability insurance     
     Coverage limits:
- h Insurance for physical damage to property while it is in storage and in transit to the construction site     
     Coverage limits:
- i Other:

\_\_\_\_\_  
*(Authorized Representative)*

\_\_\_\_\_  
*(Date of Issue)*



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## REQUEST FOR SUBSTITUTE FORM

### INSTRUCTIONS

Please read the specifications before completing this form.

This form is only applicable to requests for substitutes that are made during the Bidding Phase. All requests for substitutes after Contract Execution shall be in accordance with the General Requirements Section 01631 – Substitutions. Although the form is detailed and the requested information is specific, it is no more than what was requested from manufacturers that are listed in the project specifications. However, approval of this form does not necessarily imply approval for future projects. Products, materials, and components not specified or approved but are installed will be removed and replaced with acceptable products, materials, components at the Contractors expense.

Submit this form along with all required supporting product data, specifications and performance criteria when requesting the use of products or services that are not listed in the Specifications. The Architect must receive this Request For Substitute form no later than the time stated in the Bidding Requirements for submitting product substitutions. If no time is stated, then no later than 14 days prior to date of bid opening.

Where the Contract Documents list at least three manufacturers or products, the Architect reserves the option to reject any and all requests for substitute. Where the Contract Documents list only one manufacture or product without “Or equal” or similar language, substitutes will not be considered. Where the Contract Documents list less than 3 products or manufacturers, substitutes may be reviewed and evaluated on an individual base.

Receipt of inquiries or submittals without this completed Request For Substitute form will not extend the deadline. Include only one request for substitution on each form. Verbal requests for a substitute or requests submitted on the incorrect request for substitute form are not acceptable and will not extend the submittal deadline established by the Instructions To Bidders. Incomplete forms; forms with vague or unspecific answers; forms without supporting data to substantiate equal or superior quality/design; forms that do not include requested proof, verification, reports, and substantiating documentation; or forms received after the time established in the Instructions will be disapproved. Disapproval will not extend the submittal deadline.

The manufacturer’s published literature, description, capabilities, operating and performance parameters, options, accessories, etc. of all submitted substitutes shall meet or exceed those published by the manufacturer of the specified item even if they are not specifically mentioned in the Contract Documents. Products of manufacturers other than those specified may be acceptable after proper submittal to the Architect and after the Architect’s review. However, manufacturers capable of providing specified products shall not, for the convenience of their normal production methods, vary from the specified product.

Where test data and standards are being submitted as supporting data and for comparison with the specified item, submit certified data provided by an independent testing laboratory. Prepare supporting data in side-by-side tabular form showing the submitted criteria next to each specified performance criteria and denoting the differences between the specified item the substitute item. Show submitted data using same tests and standards and with the values and results in the same units of measure as those shown for the specified item. Where a performance criterion is not listed in the specifications, comply with the specified product manufacturer’s published data for performance criteria. All substitutes shall meet all of the minimum performance criteria of the specified product. Submittals not complying with this provision will be considered incomplete, unacceptable, and will be rejected. Where not applicable or NA is entered, state why the item is not applicable. Knowingly and intentionally providing incorrect information is fraud.

Complete the following parts as follows:

**PART 1:** Complete for all requests for substitutes. Contains general, substitute product, marketing/sales, manufacturer, warranty. Complete other parts as applicable

**PART 3:** Complete only for Painting substitutes.

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**PART I (All Substitutes)**

Project Name

Project No.:

Date:

Specification No.:

Drawing No. Reference:

Name of Specified Item:

Substitute Information

Name of Substitute:

Manufacturer of Substitute:

Name:

Address:

Telephone No.:

Fax No:

Years in Business:

**General Information**

1. Has the entity submitting this Request For Substitute read and fully understands the applicable specifications and stated provisions. Yes \_\_\_ No \_\_\_\_. If no, please explain.

2. Is this request at the request of subcontractor or general contractor? Yes \_\_\_ No \_\_\_  
If yes, please give the name and address of that subcontractor or general contractor.

3. If the entity requesting the substitute will not be the installer, please provide the following information about the intended installer:

Name:

Address:

Telephone No.:

Fax No:

Years in Business:      Years installing this product:

Did the manufacturer certify the installer? Yes \_\_\_ No \_\_\_ If yes, when:

Is the certification still effective? Yes \_\_\_ No \_\_\_

Did the manufacturer train the installer? Yes \_\_\_ No \_\_\_ If yes, when:

4. If the entity requesting the substitute is a distributor, list all installers within 50 miles of the project site that you sell to:

5. Who will service the substitute?

6. Why is this substitute being requested? (Competitive pricing or being local are not acceptable answers. Please be specific!)

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**Substitute Product Information**

1. Including installation and operational costs, will the substitute be less expensive than the specified entity? Yes \_\_\_\_ No \_\_\_\_ Same \_\_\_\_\_. (Don't know or can't be determined are not an acceptable answers)
  - a. If No or the same, why should the substitute be considered? If more expensive, why is it more expensive? (Please be specific!).
  - b. If less expensive, why is it less expensive? (Please be specific)
2. What is the functional and physical difference between the specified item and the substitute? If there are no differences, why should this substitute be approved? (Please be specific!)
3. Other than cost, what are the proven and verifiable benefits or advantages of the substitute item? (Please be specific! Convince us. Don't just reference product data. Being local does not necessarily mean better or more economical. Mention any unique benefits or attributes). If there are none, why should this substitute be approved?
  - a. If the substitute is more economical, why is it more economical? Please provide detailed cost comparison including material and labor as to why costs are more economical.
  - b. If the substitute is better, why/how is it better? Show side-by-side comparison
  - c. What does the substitute do that the specified will not do?
  - d. If service for the substitute is better, why/how is it better?
4. Are there any known failures of the substitute? If so, where and when did the failures occur and what was the probable cause of the failures?
5. Will the Owner have difficulty getting the substitute serviced or repaired?
6. Does the substitute installer meet all of the specified qualifications and requirements? Yes: \_\_\_\_  
No: \_\_\_\_\_. If no, please describe the differences.
7. Will the proposed substitution affect dimensions shown on the Drawings? Yes \_\_\_\_ No \_\_\_\_\_. If yes, please explain.
8. Will the proposed substitution have an adverse affect on other trades, the construction schedule, or specified warranty requirements. Yes \_\_\_\_ No \_\_\_\_\_. If yes, please explain.
10. Will maintenance and service parts for the proposed substitution will be readily available locally? Yes \_\_\_\_ No \_\_\_\_\_. If no, please explain.
9. Will the proposed substitute meet or exceed all aspects of the specifications, including overall performance, appearance, and manufacturer's/installers qualifying criteria stated in the Contract Documents? Yes \_\_\_\_ No \_\_\_\_\_. If no, please explain.

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10. Will the proposed substitute meet all applicable governing codes, regulations, and listed or indicated UL assemblies? Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_. If no, please explain.

11. Does the substitute have any affect on other contractors or trades? Yes \_\_\_ No \_\_\_\_\_. If yes, please explain.

**Sales/Marketing Information**

1. How long has this substitute been on the market? \_\_\_\_\_ years.

2. Did this substitute replace a previous product? Yes \_\_\_ No \_\_\_\_\_. If yes, why.

3. Is the substitute an improvement of a previous product? Yes \_\_\_ No \_\_\_\_\_. If yes, what is the improvement.

4. What was the annual sales volume of this substitute last year?

5. How much more or less is this than the previous year's volume? More \_\_\_\_\_ Less \_\_\_\_\_

6. In sales volume of this product, where does the manufacturer rank compared to other manufacturers of the same product? Top 5 10, 15, 20 of \_\_\_\_\_ manufacturers.

7. How long has the substitute been marketed locally (within 75 miles) to the project? \_\_\_\_\_ years. List 3 local installations of comparable type, size, and scope where substitute has been successfully used and has been in place and in use for a minimum of 3 years:

a.

b.

c.

d. If there are no local installation, why do you think that I so?

e. If substitute has been marked elsewhere, but not local to the project, why?

f. Is substitute listed in SWEETS Catalogs? Yes \_\_\_ No \_\_\_ If no why?

g. Is product listed in AIA Masterspec? Yes \_\_\_ No \_\_\_ If no, why?

8. Has this same substitute been marketed under a different name or by a different manufacturer? Yes \_\_\_ No \_\_\_ If so, please state details

**Manufacturer/Fabricator Information**

1. How long has the manufacture been in business? \_\_\_\_\_ years.

2. How long has the manufacturer been operating under the present name? \_\_\_\_\_ years.

3. Has the manufacturer operated under any other name? Yes \_\_\_ No \_\_\_ If so, what name?

4. What other products does the manufacturer produce?

5. Has the manufacture, supplier, or contractor ever failed to complete any portion of any assigned or contracted work? Yes \_\_\_ No \_\_\_ If yes, please explain.

6. Does the substitute manufacturer meet all of the specified qualifications and requirements? Yes: \_\_\_ No: \_\_\_\_\_. If no, please describe the differences.

7. When specified, will the installers be certified and factory-trained by the manufacturer? Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_. If no, please explain.



- 
8. Does the manufacturer presently meet all specified qualifying criteria. Yes\_\_\_No\_\_\_. If no, please explain.
  9. Does the manufacturer comply with the special warranty provisions, when they are specified. Yes \_\_\_No\_\_\_ Not Applicable\_\_\_\_\_ If no, please explain.
  10. Will the installer meet all specified qualifying criteria. Yes\_\_\_No\_\_\_. If no, please explain.

**Warranty Information**

1. Does substitute manufacturer provide a warranty? Yes:\_\_\_\_\_ No:\_\_\_\_\_.
2. If no, why not?
3. If yes, are the warranty provisions equal to or better than those of the specified product, including the exclusions? Yes:\_\_\_\_\_ No:\_\_\_\_\_.
4. What provisions or exclusions does the substitute manufacturer's warranty have that are not in the specified warranty?
5. If the manufacturer's warranty period exceeds the time the manufacturer has been in business or the time the product has been available or marketed, how was the warranty time determined? Please be specific.
6. How many warranty claims have been filed against this product in the last 5 years? If product is less than 5 years old, then how many claims since the product was introduced? 0\_\_\_ 1-5\_\_\_ 6-10\_\_\_ Over 10\_\_\_.
7. Are there outstanding warranty claims against this product now? Yes:\_\_\_ No:\_\_\_ . If yes, what is the longest period? \_\_\_months. What is its disposition.
8. Does warranty require Owner's signature for proper execution? Yes\_\_\_\_\_ No\_\_\_\_\_. If yes, can it be revised to exclude Owner's signature? Yes\_\_\_\_\_ No\_\_\_\_\_.
9. Is the warranty pro-rated? Yes\_\_\_\_\_ No\_\_\_\_\_.
10. Are there any judgments, claims, or arbitration proceedings or suits pending against the substitute entity? Yes\_\_\_\_\_ No\_\_\_\_\_. If yes, please explain.

**Foreign Manufacturer**

1. Is the manufacturer of proposed item foreign owned? Yes:\_\_\_\_\_ No:\_\_\_\_\_
2. Is proposed item manufactured or assembled outside of the United States? Yes:\_\_\_\_\_ No:\_\_\_\_\_. If yes, what percentage? \_\_\_\_\_percent.
3. Is proposed item manufactured or assembled from components or materials manufactured or assembled outside of the United States? Yes:\_\_\_\_\_ No:\_\_\_\_\_. If Yes, what portion of the components or materials are manufactured or assembled outside the United States? \_\_\_\_\_ percent
4. Do you certify that the substitute product complies with the "Made In America" provisions stipulated elsewhere in the Contract Documents? Yes\_\_\_\_\_ No\_\_\_\_\_

**Acknowledgements**

1. Will the undersigned will pay for costs resulting in changes to the building design, including architectural and engineering design, detailing, and construction costs caused by incorporating the

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requested substitution or costs associated with any delays caused by deliveries of the substitute?  
Yes \_\_\_No\_\_\_. If no, please explain.

2. If it is determined that a substitute does not fully comply with the Contract Documents after the substitute has been accepted or installed, will the undersigned assume responsibility for all applicable costs, including removal and installation of non-conforming products, to provide one of the specified products that does comply with the specifications.  
Yes \_\_\_No\_\_\_. If no, please explain.

3. Is it understood and agreed to that final and ultimate approval of the substitute shall be determined at final completion of the project. Failure to provide equivalent substitutes in appearance, function, and performance to that specified, may result in the removal of the substitute and the installation of approved product at contractor's expense. Yes\_\_\_\_\_ No\_\_\_\_\_. If no, please explain.

**Enclosed Attachments:**

- 1.
- 2.
- 3.
- 4.

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**Certification Of Performance And Assumption Of Liability**

As a manufacturer or representative of the proposed substitution, it is presumed that you are the most knowledgeable of the proposed substitution. By signing this request, you certify that all information provided in this request is accurate and true. Additionally, you certify that the product, material, component, or service being submitted as a substitute for that specified meets or exceeds the performance, function, and appearance criteria listed in the specifications and in the manufacturer's published literature, and that all information provided in this Request For Substitute, including other applicable Parts, is true and accurate. The Signee also agrees to assume all liability for the ultimate performance, function, and appearance criteria of the submitted substitute.

Person Making Request:

Name:

Signature:

Company:

Address:

Telephone No.:

Fax. No.:

Approved substitutes and manufacturers will be released by Addendum as described in the Instructions To Bidders

**For Architect's Use**

Approved: \_\_\_\_ Approved As Noted: \_\_\_\_

Disapproved: \_\_\_\_ Because

Received Too Late: \_\_\_\_

Incomplete Form: \_\_\_\_

Insufficient/Improper Supporting Data: \_\_\_\_

Does Not Meet Specifications: \_\_\_\_

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PART 3 (Complete For Paint Substitutes)

Provide the following additional supporting information if this request is for a paint manufacturer.

1. Does the paint manufacturer have products and paint systems listed with the Master Painters Institute at the time of invitation or advertisement for bids for this project? Yes\_\_\_\_ No\_\_\_\_
2. Can the paint manufacturer provide published complete product performance data sheets for the specified products. These sheets shall be available at the time of invitation or advertisement for bids for this project? Yes\_\_\_\_ No\_\_\_\_  
If no, how can performance criteria be compared?
3. Does the paint manufacturer have the production volume capacity to develop, produce and deliver the volume of paint and coatings required for this project within the required lead times to meet delivery dates without delaying the project? Yes\_\_\_\_ No\_\_\_\_
4. Is the paint manufacturer actively engaged in researching and developing its own paint and coating formulations? Yes\_\_\_\_ No\_\_\_\_  
If no, why not? How is new technology incorporated?
5. Does the paint manufacturer specialize in manufacturing paint and protective coatings of the type specified for this project? Yes\_\_\_\_ No\_\_\_\_  
If no, will the paint manufacturer actually produce the required products? Yes\_\_\_\_ No\_\_\_\_
6. Does the paint manufacturer employ a fully trained and experienced technical staff capable of providing necessary field support to investigate problems regarding surface preparation, application, and performance of supplied paints and coatings? Technical staff shall have their own diagnostic equipment including dry film thickness gauges and adhesion gauges, etc. Yes\_\_\_\_ No\_\_\_\_

If yes, where is the technical specialist located, list the diagnostic equipment that is readily available and the experience in its use.

Technical Specialist:

Diagnostic Equipment:

If no, how are paint systems checked?

**BURDETTE ENGINEERING, INC.  
TECHNICAL SPECIFICATIONS**

**LED LIGHTING RETROFIT PROGRAM  
RIVERSIDE HIGH SCHOOL  
SCHOOL DISTRICT OF GREENVILLE COUNTY, SC  
PROJECT NO. 23370B**

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DIVISION 1

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## SECTION 010010 - BASIC REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Summary of Work: Contract, Contractor use of premises, work sequence, owner occupancy.
- B. Contract Considerations: Schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, utility outages and shut down, alteration project procedures, cutting and patching, preconference, site mobilization conference, progress meetings, preinstallation conference.
- D. Submittals: Quality Assurance, Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, References, Field Samples, Inspection and testing laboratory services, quality assurance.
- F. Material and Equipment: Products, transportation and handling, storage and protection, products options, substitutions.
- G. Starting of Systems: Starting systems, demonstration and instructions, testing adjusting and balancing.
- H. Contract Closeout: Closeout procedures, final cleaning, adjusting, project record documents, operations and maintenance data, warranties, spare parts and maintenance materials.

#### 1.2 CONTRACT

- A. Contract Description: Stipulated Price.

#### 1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Access to Site: Limited to Owner, Engineer, Contractor, and the Authority having jurisdiction for enforcement of codes. Access will be after school hours, on weekends and holidays, to be coordinated with the owner.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Emergency Building Exits During Construction: All required emergency exits must be maintained during the duration of construction.
- D. Hours of Operation: Normal working hours are considered to be after school closes and prior to next morning. Coordinate with owner for exact available hours.

- E. Protection of Existing Landscape: Driving or parking over grassed areas is prohibited. All deliveries into the building shall be routed over paved areas or sidewalks. Provide protection of all existing trees and shrubs within the construction limits. Avoid use of any harmful materials or processes within the vicinity of existing trees and shrubs in or adjacent to the construction limits.

#### 1.4 WORK SEQUENCE

- A. Construct Work to accommodate Owner's occupancy requirements for the project during the construction period, coordinate construction schedule and operations with Owner.

#### 1.5 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

#### 1.6 SCHEDULE OF VALUES

- A. Submit typed schedule, "Schedule of Values - Work in Place" on AIA form included in this manual.
- B. Submit Schedule of Values in duplicate within 10 days after date of Owner-Contractor Agreement.
- C. Format: Itemize schedule parallel with specification sections.
- D. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

#### 1.7 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application on AIA Form G702 - Application and Certificate for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: One-month intervals ending on the last day of each month.

#### 1.8 CHANGE PROCEDURES

- A. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by AIA A201, 1987 Edition, Paragraph 7.4 by issuing supplemental instruction on AIA Form G710.
- B. The Architect/Engineer may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications.
- C. The Contractor may propose a change by submitting request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full



documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Substitutions paragraph below.

- D. Stipulated Sum Change Order: Based on proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.
- E. Change Order Forms: Submit on AIA Form G701 - Change Order.
- F. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

#### 1.9 ALTERNATES

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner - Contractor Agreement.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

#### 1.10 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate and clean up the work of all sections in preparation for Substantial Completion. Areas of Work designated for Owners occupancy shall occur on a daily basis timely coordination and cleanup to minimize delays in Owner's normal operations.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### 1.11 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing Products and work for patching and extending work.
- B. Coordinate work of alternations and renovations to expedite completion and to accommodate Owner occupancy.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

- E. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendations to Owner.
- G. Where a change of plane of 1/4 inch or more occurs, request instructions from Owner.
- H. Finish surfaces as specified in individual Product Sections.

#### 1.12 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affects:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods which will avoid damage to other Work and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction, completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- J. Identify any hazardous substance or condition exposed during the Work to the Owner for decision or remedy.

#### 1.13 PRECONSTRUCTION CONFERENCE

- A. Architect/Engineer will schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, and Contractor.
- C. Agenda:

1. Distribution of Contract Documents.
2. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
3. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
4. Procedures and processing of field decision, submittals, substitutions, applications for payment, proposal request, Change Orders and Contract closeout procedures.
5. Scheduling.

#### 1.14 SITE MOBILIZATION CONFERENCE

- A. Architect/Engineer will schedule a conference at the Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect/Engineer, Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
  1. Use of premises by Owner and Contractor.
  2. Owner's requirements and occupancy.
  3. Construction facilities and controls provided by Owner.
  4. Temporary utilities provided by Owner.
  5. Security and housekeeping procedures.
  6. Schedules.
  7. Procedures for testing.
  8. Procedures for maintaining record documents.
  9. Requirements for start-up of equipment.
  10. Inspection and acceptance of equipment put into service during construction period.

#### 1.15 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Architect/Engineer, Owner, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems which impede planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to Work.

1.16 PREINSTALLATION CONFERENCES

- A. Convene a preinstallation conference at work site prior to commencing work.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with one copy to Architect/Engineer.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.17 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or interference otherwise in any reference document.

1.18 SUBMITTAL PROCEDURES

- A. Transmit each submittal with transmittal.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

- G. Provide space for Contractor and Architect review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.19 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule (8 1/2" x 14" format) in duplicate within 10 days after date of Owner-Contractor Agreement for Architect/Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

#### 1.20 PROPOSED PRODUCTS LIST

- A. Within 10 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.21 SHOP DRAWINGS

- A. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01001 - Contract Closeout.

#### 1.22 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus submit two hard copies of drawings and product data 11" x 17" and smaller which will be retained by the Architect/Engineer and the Owner.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01001 - Contract Closeout.

#### 1.23 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.24 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

#### 1.25 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### 1.26 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.

- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.27 TELEPHONE SERVICE

- A. Provide, maintain and pay for telephone service to field superintendent at time of project mobilization.

1.28 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Protect finished floors, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.29 SECURITY

- A. GCSD shall provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

1.30 PARKING

- A. Owner will provide temporary off-street surface parking areas to accommodate construction personnel.
- B. Do not allow vehicle parking along streets.

1.31 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition on a daily basis. Dispose off-site.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

1.32 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.33 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.34 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection. Coordinate on-storage areas with Owner at the Pre Bid Conference.
- D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.35 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with no provisions for substitution. Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.36 SUBSTITUTIONS

- A. Instructions to Bidders specify time restriction for submitting requests for Substitutions during the bidding period to requirements specified in this Section. All requirements shall be met by submitting contractor in order to be considered.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that the Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.



4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

- D. Submit cut sheets and product data of specified product and proposed substitution.
- E. Provide a written letter certifying compliance with specified product and outlining differences.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revisions to the Contract Documents.

#### 1.37 STARTING SYSTEMS

- A. Coordinate schedule for light systems testing with Owner's representative.
- B. Notify Architect/Engineer seven days prior to start up of each item.
- C. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify wiring and support components for equipment are complete and tested.
- E. Execute testing under supervision of responsible Contractors' personnel in accordance with manufacturer's instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

#### 1.38 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### 1.39 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Provide submittals to Architect/Engineer and Owner that are required by governing or other authorities.

- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.40 FINAL CLEANING

- A. Execute final cleaning as each space is turned over to Owner.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.41 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.42 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract Drawings.
- F. Delete Architect/Engineer title block and seal from all documents.
- G. Submit above documents along with AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims," and G707 "Consent of Surety Company to Final Payment" to Architect/Engineer with claim for final Application for Payment.

1.43 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8 1/2 x 11 inch text pages, three D-side ring covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instruction, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
  - 1. Significant design criteria.
  - 2. List of equipment.
  - 3. Parts list for each component.
  - 4. Operating instructions.
  - 5. Maintenance instructions for equipment and systems.
  - 6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
  - 1. Shop drawings and product data.
  - 2. Certificates.
  - 3. Photocopies of warranties and bonds.
- H. Submit one copy of completed volumes in final form 5 days prior to final inspection. This copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised, within ten days after final inspection. One for engineer, two for owner in addition, provide digital PDF format copies for engineer and architects.

#### 1.44 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D-side ring binder with durable cover. Provide digital PDF format (2) copies as well.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

#### 1.45 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections and listed on drawings.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.46 CONTRACTOR LICENSES

- A. Contractor is required to obtain all required licenses in the State of South Carolina.

END OF SECTION 010010

## SECTION 260500 — GENERAL PROVISIONS

### PART 1 - GENERAL

#### 1.1 RELATED SECTIONS

- A. The provisions of The Supplement to Advertisement, The Instructions to Bidders, Supplement to Instruction to Bidders, General Conditions, Supplementary Conditions and all other sections of Division 1 of these Specifications shall govern the work under this Division or Section the same as if incorporated herein.

#### 1.2 SCOPE

- A. The Contractor shall provide and install complete electrical systems including all conductors, raceways, fittings, protective devices, wiring devices, fixtures, supports, and all miscellaneous hardware necessary. All of the above equipment shall be completely installed and left in proper operating condition. All electrically powered equipment shall be wired by the Contractor.

#### 1.3 REQUIREMENTS

- A. Field verification of scale on plans is directed since actual locations, distances and levels will be governed by actual field conditions.
- B. In case of conflicts or discrepancies between plans, plans and specifications and/or actual field conditions, Contractor shall notify the Engineer before work is continued. Coordinate with other trades to avoid conflicts.
- C. Permits, Inspections and Tests - The Contractor shall procure and pay for all permits, fees, inspections, and licenses required. Perform all tests to ensure all systems are in good operating condition.
- D. Review of Material; Specific reference in the specification to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- E. Bidders shall base bids on the material specified or on equals receiving approval 10 days prior to Bid Opening. Any increase in the cost of work resulting from substitution of any product specified is part of this contract and shall be accomplished in an approved manner at no extra cost to the Owner.
- F. Substitutions. See Invitation For Bid for additional substitution requirements. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, cuts, performance and test data and any other information necessary for an evaluation. A complete submittal shall be provided per the frontend document "Request for Substitution" setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included; failure to do so does not alleviate the Contractor of his responsibility to make any and all necessary changes required for installation of the approved substitution. The burden of proof of the merit of the proposed substitute is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

- G. All materials shall be new and of current manufacturer. Where more than one of a type of device is used, all shall be by the same manufacturer. All materials shall conform to the grade, quality and standards of those specified.
- H. Shop drawings shall be submitted in accordance with the General Conditions. Forward all shop drawings at one time. Each item shall bear project name and identifying symbol from plans. Shop Drawings required are as follows:
  - 1. Lighting Fixtures
  - 2. Wiring DevicesProvide additional submittal to owner with purchasing information as specified in sections 265119 and 265121
- I. Interferences - The drawings are generally diagrammatic in nature, and reflect generally the existing conditions and accordingly the Contractor shall coordinate his work to avoid interferences. The Contractor shall examine the complete set of drawings and specifications for the job before installation of electrical work, coordinating locations and routings as required. Work installed by the Contractor which does interfere with another trade shall be removed and reinstalled at the Contractor's expense when directed by the Owner.
- J. Workmanship shall be of the highest quality and all work shall be done by workmen skilled in the trades involved.
- K. The Contractor shall guarantee all work under this contract for one year and shall be responsible for the maintenance of all electrical equipment furnished and installed under this contract for a period of one year from the date of substantial completion.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

### 3.1 APPLICABLE CODES AND STANDARDS

Note: The materials and installation shall conform to the minimum requirements and latest outstanding issues and revisions of the following codes, standards, and regulations wherein they apply:

NFPA No. 70, National Electrical Code, (2017 edition).

IBC (2018), IECC (2009), IFC (2018)

American National Standard, National Electrical Safety Code.

Applicable Publications of NEMA, ANSI, IEEE and IPCEA.

Underwriter's Laboratories, Inc. Standards

City, State and Local Codes and Regulations having jurisdiction.

OSHA requirements.

ADA requirements.

END OF SECTION 260500

## SECTION 260501 — BASIC MATERIALS

### PART 1 - GENERAL

#### 1.1 RELATED SECTIONS

- A. Materials specified in this section shall comply with all applicable requirements of SECTION 260500, GENERAL PROVISIONS.

#### 1.2 SCOPE

- A. Contractor Furnished. Unless otherwise noted on the drawings, equipment list, or specifications, the Contractor shall furnish and install all materials, devices, and apparatus necessary for the complete electrical system. All materials and equipment shall be of types and manufacturer specified wherever practical. Should materials or equipment so specified be unobtainable, the Contractor shall submit the description and manufacturer's literature, reason for the substitution request and shall secure the approval of the Engineers before substitution of other material or equipment. This specification establishes performance requirements and the quality of equipment acceptable for use and shall in no way be construed to limit procurement from other manufacturers.
- B. Equal or Equivalent. The term "or equal" and similar terms as used on the drawings or specifications shall be interpreted to mean "equal or equivalent" in the opinion of the Engineers.
- C. Manufacturer's Prints. Where the Contractor furnishes equipment other than standard construction items, he shall furnish manufacturer's prints and reproducibles of all such equipment to the Engineers.
- D. U.L. Listing. All equipment and materials shall be new and conform to the requirements of this specification. All equipment and materials shall be listed by the Underwriter's Laboratories, Inc., and shall bear their label whenever standards have been established and label service is regularly furnished. All equipment and materials shall be of the best grade of their respective kind for the purpose.

### PART 2 - PRODUCTS AND EXECUTION

#### 2.1 COVERS AND DEVICE PLATES

- A. Contractor Furnished. Where required, the contractor shall furnish and install the appropriate cover on all boxes, conduit fittings, panels, cabinets, switches, receptacles, and similar wiring devices and other equipment that is Contractor furnished. Conduit outlet fitting covers shall be the type specified under "Conduit Fittings."

#### 2.2 ENCLOSURES

- A. Enclosures and housings for all Contractor furnished electrical equipment and devices shall be suitable for the location and environmental conditions.

END OF SECTION 260501



## SECTION 260515 — DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED SECTIONS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 16 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK

- A. The extent of demolition work shall be in general, but not limited to, removal of existing power, cable and conduit to all removed equipment at each air handling unit, unit heater, and boiler control.
- B. Demolition includes removal and disposal of demolished materials.

#### 1.3 JOB CONDITIONS

- A. Occupancy: Building will be occupied and in operation during work duration. However, all construction work required by this project will occur after school closing and prior to opening. Coordinate exact time of work with SDGC.
- B. Condition of existing systems: The Owner assumes no responsibility for actual condition of items to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
- C. Protection: Ensure safe passage of persons in and around areas of demolition. Conduct operations to prevent injury to building, structure, other facilities and persons.
- D. Damages: Promptly repair damages caused to facilities by demolition operations at no cost to Owner.
- E. Utility Services: Maintain existing utilities, keep in service and protect against damage during demolition operations.
- F. Clean Up: Job work area to be cleaned each night of all debris, materials, etc. and returned to original state for use by school the next day.

### PART 2 - PRODUCTS

NOT USED

### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. Demolition: Demolition of all parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts which are to be left in place. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate. In the event the Contractor has any questions regarding items to be removed, the Contractor is to ask the Engineer.
  
- B. Disposal of Demolished Materials:
  - 1. General: Remove from site, debris, rubbish and other materials resulting from demolition operations.
  - 2. Removal: Transport demolished materials removed from premise and legally dispose of off site.

END OF SECTION 260515

## SECTION 260519 — CONDUCTORS

### PART 1 - GENERAL

#### 1.1 RELATED SECTIONS

- A. Materials specified in this Section shall comply with all applicable requirements of SECTION 260500, GENERAL PROVISIONS.

#### 1.2 SCOPE

- A. This specification covers the requirements for all wire and cable to be used in the installation of the electrical systems for the project, including all, lighting, systems, should it be required.
- B. Wire and cable will normally be furnished by the Contractor for installation.
- C. All cable is to be "Contractor-furnished", the Contractor shall submit for approval by the Owner any deviations anticipated or proposed with respect to the cable manufacturer, cable type, or specification contained herein.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. All wire and cable shall be Underwriters' Laboratories (UL) listed. In addition to other standard labeling, all wire and cable shall be marked UL on the outer surface indicating Underwriters' Laboratories, Inc. certification.
- B. Grounding conductors, where insulated, shall be colored solid green. Conductors intended as a neutral shall be colored solid white.
- C. For all circuits 600 volt and less, wires and cables shall have code grade, 600 volt type THWN-THHN, 75 degrees C., wet or dry locations, moisture and heat resistant thermoplastic insulation. Insulation thickness shall be per National Electrical Code, Table 310-13.
- D. Conductor sizes are expressed in American Wire Gage (AWG) or in circular mils. Conductors shall be annealed copper wire, minimum size #12 AWG, except that #14 AWG may be used for control. All conductors shall be stranded except that solid conductors may be used for #12 AWG lighting and receptacle branch circuits.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Separation of Usage. Lighting and power wiring shall be routed in conduits, or other raceways as shown on the drawings. Lighting and power wiring shall not be routed in a common raceway except

where shown on drawings. Push-button wiring shall be routed in separate raceways even though related to a particular motor circuit.

- B. Pulling. Where mechanical assistance is used for pulling conductors, patented wire pulling compounds having inert qualities that do not harm the wire insulation or covering shall be applied to the conductors as they are pulled into raceways. Interior of all raceways shall be free from grease, filings or foreign matter before conductors are pulled in.

3.2 IDENTIFICATION

- A. Wire, Cable, Raceways, and Conduits.
- B. Circuit identification numbers shall be placed on each end of the conductor involved by using self-laminating marker tags, T&B Company E-Z Code Type WSL or equal. Circuit numbers shall be as shown on the plan and panel schedule drawings.
- C. Phase Identification. Phase sequence throughout the installation shall be standardized wherever practical in all electrical power equipment as follows:

	Phase A	Phase B	Phase C
Position Occupied	Front	Center	Rear
	Top	Center	Bottom
	Left	Center	Right
Color Code: 208/120V, 3-phase	Black	Red	Blue
480/277V, 3-phase	Brown	Orange	Yellow

3.3 SPLICES AND TERMINATIONS

- A. Lighting Conductors. Splices in lighting conductors shall be made with splicing caps with metal inserts only, such as 3M Company's "Scotchlock" spring connectors. The splices shall be firmly and neatly taped to prevent entry of moisture.
- B. Power Conductors shall be continuous from outlet to outlet. No power cable shall be spliced except on explicit instructions of the Owner's Representative.

3.4 LUGS

- A. All lugs shall be furnished and installed by the Contractor where required.
- B. Lugs for copper power wiring, Sizes No. 12 and No. 10 AWG, shall be T&B "Sta-Kon" uninsulated ring type lugs. Lugs for copper power wiring from No. 10 AWG to size 1/0 AWG shall be T&B 1-hole Type 54100 Series. Size 2/0 AWG and larger lugs shall be 2-hole type 54200 series (except where 1-hole is required to match motor lead lugs). Sizes above 1/0 are to be applied using hydraulic pump tool.
- C. Where motor leads are furnished without lugs, T&B 54500 Series 2-way connectors (splicing sleeves) shall be used. Splice sleeves may be desirable where limited space for termination exists.

- D. The proper lugs will normally be furnished with equipment in all Owner-furnished equipment. All other lugs shall be furnished and installed by the Contractor. No mechanical type lugs shall be used except in panelboards. If any mechanical type lugs are furnished with Owner-furnished equipment, the Contractor shall replace them with proper compression type lugs where practical.

### 3.5 TAPING

- A. All voids, sharp corners and bolt projections shall be made smooth by filling with Okonite or Scotch Fill before applying the laps of tape required for insulation. All loose strands of wire shall be removed before taping. Duxseal will not be permitted.
- B. Joints and other sections of wiring requiring tape shall be half lap and at least two layers. Taping shall be neatly done and shall form a permanent insulation equal in mechanical and electrical strength to the insulation of the conductor. Taping shall be as follows:
  - 1. 600 Volt insulation - A minimum of 1-1/2 lap layer varnished cambric and 2-1/2 lap layers of 3M No. 33 vinyl plastic electrical tape.
- C. All taping, splicing and termination materials shall be furnished by the Contractor.

END OF SECTION 260519

## SECTION 260539 — ELECTRICAL RACEWAYS

### PART 1 - GENERAL

#### 1.1 RELATED SECTIONS

- A. Materials specified in this Section shall comply with all applicable requirements of SECTION 260500, GENERAL PROVISIONS.

#### 1.2 SCOPE

- A. Contractor Furnished. The contractor shall provide all conduit, fittings, and supports if required.
- B. The types of electrical raceways required for the project include the following:
  - 1. Electrical Metallic Tubing
  - 2. Flexible Metal Conduit
- C. The minimum raceway size shall be 3/4".
- D. Product Delivery, Storage, and Handling. Contractor is to provide color-coded end-cap thread protectors and handle conduit and tubing carefully to prevent damage. Store pipe and tubing inside whenever possible. When necessary to store outdoors, elevate well above grade and enclose with durable, watertight wrapping.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND COMPONENTS

- A. Electrical Metallic Tubing. Galvanized, thin wall tubing, fittings shall be hex-nut, expansion gland type, zinc plated, and U.L. listed as "raintight." No crimp, spring, or set-screw type fittings will be accepted.
- B. Flexible Metal Conduit. Galvanized single steel strip, flexible, interlocked.
- C. Conduit, tubing and duct accessories including straps, hangers, expansion and deflection fittings as recommended by conduit, tubing, and duct manufacturers.

### PART 3 - EXECUTION

#### a. APPLICATION

- A. Electrical Metallic Tubing. Branch circuits run in hollow dry walls and above ceilings. Not to be exposed.

- B. Flexible Metal Conduit. Connection of motors and for other electrical equipment where subject to movement and vibration and located in a dry, interior location. Flexible conduit is not to exceed 60" in length for any one application.

### 3.2 INSTALLATION

- A. Install conduit and tubing in accordance with NEC and National Electrical Contractors Association's "Standard of Installation", and with recognized industry practices. Where NECA and NEC standards differ, use the more stringent requirement.
- B. Complete the installation of raceways before starting installation of wires.
- C. Wherever possible, install horizontal raceway runs above water and steam piping.
- D. Care shall be taken to keep the interior of conduits clean, and each conduit run shall be thoroughly cleaned and dried before any cable is pulled through.
- E. Unless indicated otherwise on drawings, all exposed conduits shall be run parallel with or perpendicular to building structural members.
- F. Conduits entering sheet metal enclosures shall be made up with double locknut and insulating bushing. Locknut shall be of the type which will bite into the metal of the box.
- G. Conduits entering threaded openings in equipment enclosures, boxes, etc., shall have at least five full threads engaged. In outdoor and underground locations, threaded joints shall be made up with a thin application of conducting joint compound. The inside of the fitting shall be thoroughly cleaned of any excess compound.
- H. Power operated bending machines shall be used on conduits 1-1/4" and larger. Heating with torches will not be permitted.
- I. All conduit runs shall be continuous from outlet to outlet with all joints and connections pulled tight to insure an electrically continuous and mechanically secure raceway system.
- J. All raceways in "finished areas" such as offices, corridors, etc., shall be concealed.

### 3.3 CONDUIT AND TRAY OPENINGS

- A. Contractor's Responsibility. The Contractor shall be responsible for all sleeves and openings through walls and floors necessary for passage of electrical conduits and raceways. Where contractor must provide openings and/or drill concrete floors and/or walls, he shall be responsible for the repair of these openings. Structural members and reinforcing shall not be cut, burned or damaged in any way. All openings in walls and floors, and under switchgear and panels where electrical cables and conduits are installed, shall be closed up by the Contractor to prevent dust, dirt and water from entering.
- B. Sealing. The Contractor shall be responsible for sealing all wall and floor openings and all floor and wall sleeve openings utilized by the contractor whether furnished by Others or by the Contractor.
- C. Sleeves and openings shall be sealed with materials that will withstand fire and heat to the same rating as the wall, floor, or ceiling through which the conduit or tray passes and shall not be less than a 30-minute barrier.

END OF SECTION 260539



## SECTION 260943 – DIGITAL AND NETWORKED LIGHTING CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Lighting control system shall be comprised of stand-alone and networked control devices and equipment. Section Includes:
1. Lighting control relay panels.
  2. Networked lighting control devices.
  3. Room controllers.
  4. UL 924 Load Controllers.
  5. Wall stations.
  6. Wireless control modules
  7. Conductors and cables.
- B. Related Requirements:
1. Section 2601001 "Basic Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
  2. Coordinate all of the work in this section with all other trades covered in other sections of the specifications to provide a complete and operable system.

#### 1.2 SUBMITTALS

- A. Product Data:
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for control modules, power distribution components, relays, manual switches, and conductors and cables.
  2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
  3. Bill of Material including a list of components to be supplied.
  4. Component schedules: Indicating lighting control device types and locations.
  5. Contractor Startup Request Form – to be completed prior to factory startup
  6. Operational documentation for software and firmware.
- B. Shop Drawings:
1. Device specification sheets indicating device features, certifications, dimensions, construction specifications, electrical specifications, wiring diagrams, nomenclature, and related products
  2. Control cable type and routing requirements.
  3. For each relay panel and related equipment:

- a. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
  - b. Detail enclosure types and details for types other than Type 1.
  - c. Detail wiring partition configuration, current, and voltage ratings.
  - d. Short-circuit current rating of relays.
4. System Riser, Wire Termination Diagrams and Schedules: Coordinate nomenclature and presentation with Drawings and block diagram. Differentiate between manufacturer-installed and field-installed wiring.
  5. Block Diagram: Show interconnections between components specified in this Section and devices furnished with power distribution system components. Indicate data communication paths and identify networks, data buses, data gateways, concentrators, and other devices to be used. Describe characteristics of network and other data communication lines.
- C. Field Quality-Control Submittals:
1. Field quality-control reports.
- D. System Warranty.
1. Provide detailed warranty information covering all components within the lighting control system.
- E. Closeout Submittals
1. Provide computer generated riser diagram for all networked controls equipment and devices to Manufacturer's Representative and Facilities Manager. Riser shall represent actual final field conditions and shall include all cable ID labels, room numbers and MAC addresses for all components. (See attached sample riser diagram). Standalone controls shall not be included.
  2. Provide computer generated, color-coded floorplan showing all networked lighting control zones and locations of all networked lighting control components. (See attached sample floorplan). Standalone controls shall not be included.
  3. Provide computer generated, color-coded site plan showing all exterior lighting control zones, pole ID numbers, lighting fixture ID numbers, locations of building mounted PE cell, wireless radio control module and all associated room controllers and network bridges.
  4. All programming databases to be sent to Manufacturer's Representative and Facilities Manager anytime programming has been altered.
- F. Material Submittals
1. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Quantities shall be equal to five percent of the amount installed, but no fewer than one.
    - a. Lighting Control Relays
    - b. Room Controllers (of each type installed)
    - c. UL924 Emergency Load Controllers
    - d. Occupancy Sensors
    - e. Network Bridge Modules
    - f. Wall stations (of each type installed)

### 1.3 SYSTEM COMPLIANCE

- A. Compliance: where indicated, individual components and installation shall comply with the following requirements:
1. NEC Compliance: as applicable to electrical wiring and component installation.
  2. NEMA Compliance: as applicable to types of electrical equipment and enclosures.
  3. UL Approval: All applicable equipment shall be tested to and listed under UL standard 508, UL standard 916 or UL924 and shall bare labels to indicate compliance. Lighting control relays shall be tested to UL standard 508 for both safety and endurance. Systems listed under ETL or other UL sections shall provide documentation proving compliance with UL standards as listed above.
  4. FCC Emissions: All applicable equipment shall comply with FCC emissions standards specified in Part 15, sub-part j for commercial and residential applications and shall bear labels indicating compliance testing. Equipment that does not meet these standards shall not be acceptable.
  5. OSF compliance: All work shall comply with OSF design guidelines for facilities.
  6. GCSD compliance: All work shall comply with the Greenville County School District Architectural Design guide.

### 1.4 WARRANTY

- A. Special Manufacturer Extended Warranty: Manufacturer warrants that components of the digital lighting control system perform in accordance with specified requirements and agrees to provide repair or replacement of components that fail to perform as specified within extended warranty period.
1. Initial Extended Warranty Period: 5 year(s) from date of Substantial Completion, for labor, materials, and equipment.
  2. Manufacturer's warranty shall include the repair or replacement product(s) with the same or a functionally equivalent product(s) or component part(s).
  3. Manufacturer shall provide telephone technical support and remote diagnostics where applicable during normal business hours excluding manufacturer holidays.
  4. Upon request, Manufacturer shall provide quotation for manufacturer service contract option(s) which include on-site technician visits for service and repair.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. All components of the digital lighting control system, whether stand-alone or networked, shall be provided from one manufacturer.
- B. Basis of design is Hubbell NX Distributed Intelligence Lighting Control System.

## 2.2 SYSTEM DESCRIPTION

- A. Lighting controls shall be provided in areas as indicated in the GCSD Architectural Design Guide, the project drawings and this specification. See attached lighting control system schedule for programming/scheduling information by area.
- B. System shall consist of wired and/or wireless, distributed intelligent lighting control devices consisting of but not limited to control modules with ON/OFF, full range dimming and CCT control capabilities, and system input devices including but not limited to occupancy/vacancy sensors, daylight sensors and manual switch stations.
- C. System shall provide for automatic self-configuration of system devices. Self-configuration shall be accomplished by the devices themselves and provide for control of lighting prior to system custom configuration and programming. Systems that require configuration prior to use shall be considered unacceptable.
- D. To implement lighting control strategies, the system architecture shall facilitate the association of system input devices to control modules. The system shall use the Area/Zone/Group assignment strategy. The system shall support up to 128 Areas. Each area shall consist of up to 128 Zones and each zone shall consist of up to 16 Groups. Each device may be programmed to participate in one Area and Zone however may belong to one or more of the available 16 Groups within a Zone.
- E. System shall provide time-of-day and astronomical clock scheduling. Each Area/Zone shall support up to 99 scheduled events for use in developing time-of-day or astronomical clock sunrise/sunset automated schedules. Each schedule shall have the ability to turn a group ON or OFF or activate a preset lighting scene at a scheduled time. Schedules shall be day-of-week selectable and may be programmed to activate on any combination of days of the week (Sunday through Saturday) or to activate on a specific date/holiday.
- F. System shall support blink alerts. Relay outputs within the control modules shall be programmable to blink prior to being turned OFF. Blink alert duration time shall be adjustable. Control modules programmed for the blink alert function shall blink the controlled lighting prior to turning OFF to warn occupants of the upcoming OFF event. If an ON command is received during the blink alert time, relay output will be overridden and left ON for the override time. Override time shall be adjustable.
- G. System input devices shall be deployed in a space to monitor and broadcast changes such as occupancy, daylight levels and manual switch input.
- H. System customization and programming shall be performed from a mobile App and/or web-based configuration and system management tools without the need for additional hardware.
- I. System shall have an intuitive and easy to use Graphical User Interface (GUI) to configure, control, monitor and schedule individual devices or groups of devices.
- J. System shall remain fully functional during the programming process. Lighting control systems that must be taken "OFFLINE" for programming are not acceptable. All programming changes shall take effect immediately as they are programmed.

- K. System shall be capable of being accessed from a local network or remotely using any standard Internet browser. System shall not require any special client-side software. Systems which utilize special client-side software shall not be acceptable.
- L. Systems devices shall be capable of communication with each other over one or all of the below methods.
  - 1. RS485 multidrop serial network
  - 2. Wireless mesh network
  - 3. Ethernet TCIP network
- M. Wired – RS485/Ethernet
  - 1. System shall provide an Ethernet communication backbone (HubbNET™) for the connection of control Zones.
  - 2. System shall utilize the RS485 standard for connection of and communications between Zone Devices.
  - 3. System shall utilize the RS485 standard for connection of and communications between SmartPORT™ devices (e.g., Sensors, Switches and Accessories) connected within a NX Zone. M
- N. Wireless – Coordinator-less, Self-Organizing/Self-Healing Mesh
  - 1. System shall have a wireless architecture that utilizes the Synapse Network Appliance Protocol (SNAP) to create a peer-to-peer, self-organizing and self-healing mesh network infrastructure.
  - 2. System shall be self-organizing. The mesh network of devices shall self-organize automatically without the need to manually set device addresses via dials, DIP switches or other means.
  - 3. System shall be self-healing. System devices within the mesh network shall automatically reroute messages around a failed device to ensure message delivery.
  - 4. System architecture shall facilitate data transmission between wireless devices over the 2.4GHz ISM radio frequency (RF) band with a supported RF range of 100ft between wireless devices indoors and 300ft outdoors.
  - 5. System shall utilize spread spectrum frequency hopping to facilitate robust communication and prevent the unauthorized interception of messages over the air and to comply with FCC requirements.
  - 6. System shall provide the ability to secure messages. When implemented, each device shall use the strong and secure AES-128 (Advanced Encryption Standard) security cipher to encrypt and decrypt messages. System shall also use the secure HTTPS/SSL protocol when users access the system using their Internet browser.
  - 7. System devices shall be capable of having their firmware updated or upgraded over the air through the wireless mesh network.
- O. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70 by qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
- P. Comply with 47 CFR 15, Subparts A and B, for Class A digital devices.
- Q. Comply with UL 916

## 2.3 CONTROL REQUIREMENTS PER AREA

### A. Exterior Lighting Controls

1. Provide one low voltage photoelectric (PE) cell, compatible with the lighting control system relay panel, mounted on the building to control all exterior lighting control zones. Provide separate network bridge module and room controller for PE cell so that it can be separately programmed.
2. All building mounted and canopy mounted fixtures shall be controlled via control panel relays or room controller relays; programming capabilities to include PE cell, scheduled control and motion sensing. Motion sensor to be in the control network, not individual to the fixture.
3. Signage and flag pole lighting shall be connected to a separate control relay for independent scheduling.
4. Pole mounted area lighting fixtures shall be provided with integral wireless control modules and occupancy sensors, and shall not be controlled via control panel relay. Provide wireless radio module at the building to connect area lighting wireless modules into control system. Provide separate network bridge module and room controller for wireless radio module so that it can be separately programmed.
5. Sequence of operations:
  - a. Photocell - Primary On/Off trigger for all parking lot pole fixture, wall packs, canopy and exterior walk lights. Excludes emergency egress lighting.
  - b. Schedule On/Off - Secondary control for all pole fixtures designated as General Lot Lighting, wall packs and walk lights.
  - c. Motion sensing for pole fixtures – Activated on general lighting pole fixtures during scheduled 'Off' periods. Sensors to be integral to individual fixtures.
  - d. Motion sensing for all other exterior fixtures – Activated during scheduled 'Off' periods for all wall packs, canopy fixtures and walk lights. Motion sensors for this function to be designed into the Network independent of any light fixtures. Owner to provide input on location of all exterior motion sensors.

### B. Interior Lighting Controls

1. Educational and Classroom spaces: Provide Stand-alone digital room controller(s) with CAT 5 connections to occupancy sensors and wall stations. Provide quantity and types of room controllers and relays as required for quantity of control zones. Provide wall stations and programming of components as follows:
  - a. On/Raise/Lower/Off (ORLO) switch at entrance door(s).
  - b. Scene Switch at Teachers station:
    - 1) button #1 all lights full bright,
    - 2) button #2 all lights 50% bright,
    - 3) button #3 teaching wall row off all others 50%,
    - 4) button #4 all lights off.
  - c. Fixture control grouping:
    - 1) group #1 row along teaching wall,
    - 2) group #2 all other fixtures.
    - 3) UL924 fixture placed in appropriate group the fixture is located.
  - d. Set High-end trim to 80%.
  - e. Occupancy sensors to be set to Vacancy Mode.
2. Media Center, Locker rooms, Kitchen areas, and Offices over 150 sf: Provide stand-alone digital room controller with CAT 5 connections to occupancy sensors and wall stations. See plans for sensor and wall station types and quantities. Provide quantity

and types of room controllers and relays as required for quantity of control zones and control requirements shown on the drawings.

3. Corridors, Lobbies and Common areas: controlled via lighting control panel relays or room controllers. Wall stations for manual control of these areas shall generally be located in admin area. Provide devices and programming as follows:
  - a. Occupancy Sensors to be set to Occupancy Mode. Active during scheduled 'Off' periods.
  - b. Scheduled On/Off times to correspond with open/close of facility.
  - c. Program local switches that are accessible to students during school hours to be Inactive during school hours.
  - d. Where dimming functionality is implemented, set High-end trim to 80%.
4. Gang toilets: Provide digital room controller with CAT 5 connections to occupancy sensors. Provide network bridge module for separate programming and integration into corridor control schedule.
5. Gymnasiums and Cafeterias: controlled via lighting control panel relays or room controllers. Wall stations for manual control of these areas shall be located in each area.

C. Emergency Lighting Controls

1. Emergency lighting shall be controlled via digital UL924 controller to monitor normal power and override switching and dimming upon loss of normal power.

## 2.4 SYSTEM COMPONENTS

A. Digital Room Controller

1. Basis of Design Product: Hubbell Control Solutions, NX Room Controllers.
2. Room Controller(s) shall integrate the functionality of connected control components including wall switch stations, occupancy sensors and daylight sensors to provide the required sequence of operation for the space.
3. Room Controller(s) and associated room control components shall be capable of operating in a standalone mode and without requiring the use of a network, software, computer, or server for local control functions.
4. Construction:
  - a. Room Controller housing shall be constructed of GSM UL rated 94 HB plastic approved for use in a return air plenum.
  - b. The housing and shall include an integral 1/2" chase nipple for external mounting to standard junction box knockout.
5. Electrical
  - a. Room Controller(s) shall have a single power feed and shall be capable of operation at voltages between 120/277/347 volts AC, 50/60 Hz.
  - b. One or two output relays (model specific) shall provide for the following load types and ampacity (per relay):
    - 1) 20A, Tungsten,
    - 2) 20A, Magnetic Ballast,
    - 3) 16A, Electronic Ballast,
    - 4) 1 H.P. Motor @ 120V, 3/4 H.P. @ 277V; 1/2 H.P. @ 347V
  - c. Where indicated provide one or two independent 0-10 volt dimming channels (model specific) for full range dimming control of fixtures equipped with compatible dimmable ballast or driver. Each dimming output shall have a current sinking capacity of at least 30 mA.

- d. Room Controller(s) shall be capable of supplying 250 mA of Class 2 auxiliary DC power for use by wall switch stations, occupancy sensors, and daylight sensors connected to the room controller's two RJ45 SmartPORT connectors.
  - e. Room Controller(s) shall be equipped with power monitoring circuitry capable of measuring and reporting the total connected load for each room controller.
6. Functional
- a. Provide an integral pushbutton and LED indicator for each load for status and to allow operation of the relays and dimmers for testing and verification without requiring other control devices to be connected.
  - b. It shall be possible to connect up to thirty-two (32) room controllers together using Cat5 patch cables to provide configurations up to 64 switched and dimmed loads operating as a single zone.
  - c. Provide the following set up and configuration functions without the need for additional devices or software:
    - 1) Assign/reassign relays for control by wall switch station buttons,
    - 2) Configure relays for occupancy or vacancy operation,
    - 3) Assign/reassign dimmers to raise/lower switches,
    - 4) Assign dimming channels for response to daylight sensor control,
    - 5) Auto calibrate default daylight sensor sequence of operation,
    - 6) Save
7. Room Controller(s) shall support fixture CCT control:
- a. Dimmer channels can be set individually to control CCT via 0-10V.
  - b. Scheduling can be implemented to mimic the natural transition of light throughout the course of the day.
  - c. Room-based solutions can be implemented to allow occupants to tune color to task
- B. Digital UL924 Controller
- 1. Basis of Design Product: Hubbell Control Solutions, NX UL924 Load Controller.
  - 2. UL924 Load Controller shall meet NFPA Article 700 requirements for emergency lighting.
  - 3. UL924 Load Controller and associated room control components shall be capable of operating in a totally standalone mode without requiring the use of a network, software, computer, or server for local control functions.
  - 4. UL924 Load Controller shall provide a remote test button or fire alarm interface.
  - 5. Construction:
    - a. UL924 Load Controller housing shall be constructed of GSM UL rated 94 HB plastic approved for use in a return air plenum.
    - b. The housing shall include an integral 1/2" chase nipple for external mounting to standard junction box knockout.
  - 6. Electrical
    - a. UL924 Load Controller shall have a single power feed and shall be capable of operation at voltages between 120/277/347 volts AC, 50/60 Hz.
    - b. One relay output shall provide the following load types and ampacity:
      - 1) 20A, Tungsten,
      - 2) 20A, Magnetic Ballast,
      - 3) 16A, Electronic Ballast,
      - 4) 1 H.P. Motor @ 120V, ¾ H.P. @ 277V; ½ H.P. @ 347V.
    - c. UL924 Load Controller shall provide two independent 0-10 volt dimming channels for full range dimming control of fixtures equipped with compatible



- dimnable ballast or driver. Each dimming output shall have a current sinking capacity of at least 30 mA.
      - d. UL924 Load Controller shall be equipped with power monitoring circuitry capable of measuring and reporting the total connected load for each room controller.
  - 7. Functional
    - a. SmartPORT Functionality:
      - 1) UL924 Load Controller shall automatically recognize connected devices in the Zone Segment.
      - 2) UL924 Load Controller shall function as a standard room controller.
    - b. Emergency Functionality:
      - 1) UL924 Load Controller's RJ45 CAT5 connection shall be used as a sensing line to standard room controller on normal circuit.
      - 2) Removal of 24VDC on CAT5 connection shall put UL924 Load Controller into emergency state.
      - 3) UL924 Load Controller's default emergency state is ON with both dimming channels to 100%
    - c. Provide an integral pushbutton and LED indicator for controlled load for status and to allow operation of the relay and dimmers for testing and verification without requiring other control devices to be connected.
    - d. Provide the following set up and configuration functions without the need for additional devices or software:
      - 1) Assign/reassign relays for control by wall switch station buttons,
      - 2) Configure relays for occupancy or vacancy operation,
      - 3) Assign/reassign dimmers to raise/lower switches,
      - 4) Assign dimming channels for response to daylight sensor control,
      - 5) Save preset scenes.
  - 8. UL924 Load Controller shall support fixture CCT control:
    - a. Dimmer channels can be set individually to control CCT via 0-10V.
    - b. Scheduling can be implemented to mimic the natural transition of light throughout the course of the day.
    - c. Room-based solutions can be implemented to allow occupants to tune color to task.
- C. In-Fixture Control Modules
  - 1. Basis of Design Product: Hubbell Control Solutions, NX In-Fixture Modules.
  - 2. In-Fixture Modules shall be designed to install inside the fixture they control.
  - 3. In-Fixture Modules shall consist of a completely distributed intelligent lighting controller capable of functioning completely independently including time based and astronomical scheduling of On/Off and preset events without the need of any coordinator, gateway or master controller. Sensors and switches as well as other In-Fixture enabled fixtures shall be capable of being connected directly to the In-Fixture Module to create a fully functional lighting control system.
  - 4. In-Fixture Module shall be provided with one SPST relay. Relay shall be supplied with "Zero Cross Switching" control to limit the effects of inrush on the relay contacts.
  - 5. In-Fixture Module shall be compatible with incandescent, magnetic, and electronic lighting loads including LED drivers. In-Fixture Module shall include zero arc point switching circuitry.
  - 6. Construction:
    - a. Housing: GSM UL Rated 94 HB Plastic

- b. Mounting: Mounts inside fixture
  - 7. Electrical:
    - a. Line Voltage Versions:
      - 1) Input: Universal 120-347VAC, 50-60Hz
      - 2) Output: One or two relay outputs (model specific) shall provide for the following load types and ampacity (per relay):
        - a) 10A, 120VAC only Incandescent
        - b) 10A, 120-347VAC, Magnetic Ballast
        - c) 5A, 120-277VAC, Electronic Ballast
        - d) 3A, 347VAC, Electronic Ballast
      - 3) Surge Withstand: 2000V
      - 4) Peak Inrush: 160A for 2 ms Max
    - b. Low Voltage Versions:
      - 1) Input: 12-24VDC
    - c. In-Fixture Modules shall be provided with two 0-10VDC control interfaces for full range dimming control of dimming ballasts and LED drivers. Interface shall be designed to continuously sink 30mA of current.
    - d. In-Fixture Module 0-10VDC control interfaces shall be configurable for 0-10VDC dimming, dim to off or color temperature control.
  - 8. Functional:
    - a. In-Fixture Modules shall be rated and tested for an operating temperature range of -40° to 185° F [-40° to 85° C].
    - b. NX In-Fixture Module shall be equipped with a Real Time Clock and integral backup for schedule information. Each module shall support up to 99 schedules. Schedules shall be loaded to the module via the network or locally using the NX controlHUBB App. Once loaded, schedules shall run autonomously without the need of any coordinator, gateway, or master controller.
    - c. In-Fixture Module shall be capable of having its device firmware updated wirelessly over the air when connected to a NX sensor or via the NX SmartPORT.
    - d. In-Fixture Modules shall be supplied with one momentary pushbutton with LED for manual control and testing. Through the use of this switch, it shall be possible to test the On/Off and dimming functionality of the In-Fixture module or completely reset the In-Fixture Module to factory defaults without the need to connect any other device or testing equipment.
    - e. In-Fixture Module shall include non-volatile memory for retaining device settings during power outages.
  - 9. In-Fixture Module shall be UL Listed to UL916 and Certified to CAN/CSA C22.2 NO 205M1983.
  - 10. In-Fixture Module shall be FCC certified.
- D. Digital Lighting Control Panel
- 1. Basis of Design Product: Hubbell Control Solutions, NX Lighting Control Panels.
  - 2. Panel shall be a fully distributed intelligent lighting controller with the ability to function as a stand-alone lighting control panel or as part of a networked system.
  - 3. Panel shall provide standard capacities for 8, 16, 24, 32, or 48 relays in each panel with matching number of 0-10v dimming channels.
  - 4. Panels shall be factory assembled and tested. No field assembly shall be required.
  - 5. Construction:

- a. Panel enclosure shall have standard electrical conduit knockouts on the top, the bottom and both sides of the enclosure to allow installation flexibility. Field drilling and cutting for pipe and wire shall not be required.
  - b. Panel enclosure shall include 6" spacing running the width of the panel at the bottom of the panel to allow for line voltage accessories such as contactors or to provide a "gutter". Space shall be separated from the low voltage area utilizing a removable metal barrier. No knockouts added to the bottom plate of the inner high voltage divider. Exterior enclosure will maintain knockouts on bottom.
  - c. Panel enclosure shall feature removable metal barriers that separate all high-voltage components and wiring (Class 1) from all low-voltage (Class 2) components and wiring.
  - d. Panel enclosure shall be of welded construction primed and painted with a powder coat finish. Unpainted or galvanized enclosures are not acceptable.
  - e. Panel cover shall have hinged locking door to expose only the low voltage wiring section of the panel.
  - f. Panel spacing between panel relays shall be suitable for separating any two relays in the panel to meet the NEC requirements for normal and emergency power when a metal divider is installed between relays. A metal plate barrier shall be available to separate relays - two plates per application.
  - g. Panel relays shall be of the snap-in type and be individually field replaceable.
6. Electrical
- a. Panel shall be supplied with either a 120V/277V, 347V or 480V power supply.
  - b. Panel power supply shall provide the required capacity for the operation of the panel, relays, controllers, HubbNET PoE, SmartPORTs, user interfaces and the maximum number of low voltage and/or data devices that can be connected to each panel.
  - c. Panel shall have LED status/failure indicators.
  - d. Panel shall include two (2) Ethernet ports for connection to the NXHUBBnet network.
  - e. Panel shall include four (4) RJ45 NX SmartPORTs for the connection of all NX sensors and switches. SmartPORTs shall be capable of supplying 250 mA of Class 2 auxiliary DC power for use by wall switch stations, occupancy sensors, and daylight sensors connected to the SmartPORT connectors
  - f. Panel shall have four (4) 3-wire low voltage dry contact inputs. Removable terminal blocks shall be provided to support momentary or maintained closures from building automation systems, fire systems, demand response and security systems as well as other systems or devices including occupancy sensors, daylight sensors, and low voltage switches. Each input shall be individually programmable and provide the ability to initiate any NX switch compatible function or command. (on, off, raise, lower, preset, timed on/off). Each input will provide a connection for sourcing 24V, a common, control and pilot light functionality for low voltage switch stations.
  - g. Panel shall have two (2) SPDT (NO/NC) dry contact outputs, with removable terminal blocks, to provide a contact closure to signal out to another system that is capable of receiving a NO or NC closure to signal building automation, security or alarm system based on a schedule or a command from an input device (e.g. occupancy sensor, daylight sensor, wall switch station, etc.). Each output will have a contact rating of 24VDC@50mA minimum.
  - h. Panel shall, after a power loss, retain time for a minimum of 72 hours.

- i. Panel shall feature an optional power sensing circuit and backup battery for UL924 operation. Upon detection of loss of power, the panel shall force all relays closed and all dimming channels to full bright. Panel shall maintain this state for 90 minutes. Connected devices will not be powered.
  - j. Panel shall provide relay/dimmer boards to expand panel capacity from 8 to 48 relay outputs in groups of 8. Relay/dimmer boards shall be completely self-configuring and shall not require manual settings to configure for use within the panel.
  - k. Panel relay/dimmer boards shall have (8) 0-10V integrated dimming channels, each capable of sinking 50mA.
  - l. Panel dimming channels shall be software assignable.
  - m. Panel shall be capable of containing 1 to 48 robust and reliable mechanically latching lighting control relays as indicated on the drawings and schedules as specified herein. Electrically held or non-mechanically latching relays shall not be considered.
  - n. Panel relays shall be individually UL and CUL listed and shall bear labels indicating compliance. Lighting control relays shall be tested to UL standard 508 for both safety and durances and bare labels signifying compliance.
  - o. Panel relays shall have the following load ratings:
    - 1) Single Pole Relays:
      - a) General Use: 30A @ 300VAC
      - b) Tungsten: 2400W @ 120VAC
      - c) Standard Ballast: 20A @ 300VAC
      - d) Motor Starting: 1HP @ 110-125VAC; 1½ HP @ 220-277VAC
    - 2) Double Pole Relays:
      - a) General Use: 20A @ 480VAC
      - b) Tungsten: 2400W @ 120VAC
      - c) Standard Ballast: 20A @ 480VAC
      - d) Motor Starting: 1HP @ 110-125VAC; 1½ HP at 220-277VAC
  - p. Panel relays shall be rated for minimum cycle life of 120,000+ operations (60,000+ cycles).
  - q. Panel relays shall have a Short Circuit Current Rating (SCCR) of 18,000A @ 277VAC.
  - r. Panel relays shall have a built-in manual override lever & ON/OFF indicator.
  - s. Panel relays shall be capable of manual activation On or Off with or without power.
7. Functional
- a. Panel shall be of the distributed intelligence type and shall not be dependent on a network connection to execute schedules or perform programmed functions.
  - b. Panel shall provide the ability to update panel firmware. Firmware update process shall ensure that the complete and correct firmware (e.g. via CRC check) has been downloaded before the panel is flashed with the new firmware.
- E. Wired Occupancy Sensor
- 1. Basis of Design Product: Hubbell Control Solutions, NX Occupancy Sensors.
  - 2. Occupancy Sensors shall be ceiling or wall mounted and use dual technology (ultrasonic and passive infrared), ultrasonic and/or passive infrared (model specific) sensing technology as indicated.

3. Occupancy Sensors shall be Class 2 and connect to any room controller SmartPORT using a wiring adaptor and standard Cat5 patch cable.
4. NX Occupancy Sensors using both ultrasonic and passive infrared (dual technology) shall operate such that detection by both technologies is required to initiate occupancy and continued detection by either technology will maintain occupancy.

F. Wall Stations

1. Basis of Design Product: Hubbell Control Solutions, NXNXSW Series Smart Switches.
2. Push-Button Switches: Modular, momentary contact, for operating one or more relays and to override automatic controls.
  - a. Match color and style specified in Section 262726 "Wiring Devices."
  - b. Programable switches shall have integral LED pilot light to indicate when circuit is on.
3. Cover Plates: Single and multigang cover plates as specified in Section 262726 "Wiring Devices."
4. Legend: keycaps shall be engraved to show area served. Use designations indicated on Drawings.
5. Smart Switches shall be of the programmable type using standard Cat5 cabling for connection to system SmartPORT.
6. Smart Switches shall have one to six buttons and provide lighting control functions as called out and shown on the plans.
7. Electrical:
  - a. Class 2 Low Voltage 24VDC
  - b. Connection via two (2) RJ-45 SmartPORTs to allow for daisy chain connection of up to eight switches to each SmartPORT.

G. Network Bridge

1. Description: Network Bridge Module shall allow multiple room controller zones to be networked with other control system devices.
2. Network Bridge Module shall be plenum rated.
3. Network Bridge Module shall connect to and be powered from a room controller via a standard Cat5 cable.
4. Network Bridge Module shall provide a communication link between the room control devices and the NX system Area Controller via an Ethernet based network. At a minimum, the network link shall provide the following functionality through a web browser user interface:
  - a. Report the current occupancy status for each lighting control zone
  - b. Indicate the status of each relay and dimming channel
  - c. Allow reconfiguration of system device input and output parameters
  - d. Report the real time power consumption for each Room Controller
  - e. Set up daylight harvesting for zones equipped with photocells
  - f. Configure and download schedules to panels and Room Controllers
5. Connect relays to one or more time and sequencing schemes.

H. Conductors and Cables

1. Power Wiring to Supply Side of Class 2 Power Source: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

2. Classes 2 and 3 Control Cables: Multiconductor cable with copper conductors not smaller than No. 22 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
3. Class 1 Control Cables: Multiconductor cable with copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
4. Twisted-Pair Data Cable: Category 5e.
  - a. Comply with requirements in Section 271500 "Voice and Data Cabling,"
  - b. Comply with requirements in GCSD Architectural Design Guide.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine panels before installation. Reject panels that are damaged or rusted or have been subjected to water saturation.
- B. Examine elements and surfaces to receive panels for compliance with installation tolerances and other conditions affecting performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Lighting control system installer shall be listed as a manufacturer trained installer.
- B. Wiring
  1. Comply with requirements for raceways and boxes specified in Section 260533 "Raceway and Boxes for Electrical Systems."
  2. Install cables in raceways with walls. Unenclosed wiring method may be used in accessible ceiling spaces.
  3. Conceal raceway and cables except in unfinished spaces.
  4. Provide plenum-rated cable, where installed exposed or in open cable tray, within environmental airspaces, including plenum ceilings.
  5. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
  6. CAT5 cables lengths shall not exceed 328'.
  7. All CAT5 cable terminations shall be made using the T-568B wiring scheme.
  8. All cable terminations shall be individually tested prior to programming and commissioning.
  9. Excess cable NOT to be coiled into loops at terminations above ceiling to avoid potential signal interference.
- C. Components and Equipment
  1. Comply with mounting and anchoring requirements specified in Section 260548 "Vibration & Seismic Controls for Electrical Systems."

2. Lighting controls shall be installed in accordance with manufacturer's instructions, guidelines and submittal documents provided by the lighting control manufacturer.
3. Lighting control system components shall only be installed in spaces that meet the following environmental conditions:
  - a. Temperature: 32 – 104 deg F (0 - 40 deg C).
  - b. Relative Humidity: 10 – 90 percent, noncondensing.
4. All stored and installed lighting control system components shall be adequately protected from dust and dirt.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
- C. All CAT5 wiring shall be provided with unique ID number. Provide a typewritten permanent ID label on both ends of each cable. Label shall be visible within 5" of each termination, and within junction box for connections to wall mounted devices
- D. Create a directory within the lighting control panel to indicate loads served by each relay; incorporate Owner's final room designations. Obtain approval before installing. Use a PC or typewriter to create directory; handwritten directories are unacceptable.
- E. Lighting Control Panel Nameplates: Label each panel with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- F. All exterior area poles and pole lighting fixtures shall be provided with a unique ID number: Poles shall be numbered sequentially (01, 02, 03, etc.), and fixtures shall be identified by the associated pole number and a letter (01a, 01b, 02a, etc.). Provide a permanent label for each fixture. Locate labels on each pole at 5' AFG, aligned vertically with each fixture head. Labels shall be 2"x4", UV protected vinyl, black numbers on white background.

### 3.4 COMMISSIONING AND STARTUP

- A. Electrical Engineer shall schedule a design meeting with School Representative and Manufacturers Representative before 50% design drawings are issued.
- B. Static IP address for lighting control processor shall be assigned by school IT department and shown on Manufacturers startup request form before onsite startup.
- C. Prior to beginning installation, Electrical Contractor shall schedule a half-day pre-construction meeting with Manufacturer's representative and installing Electrical Contractor.

- D. All programming shall be done by a Manufacturer-certified Lighting Control Field Technician (CFT.) A certificate of current status shall be included in the submittal documents to the Electrical Engineer.
- E. Startup programming shall consist of minimum one onsite visit. Startup date shall be communicated to CFT by the Electrical Contractor by filling out the startup request form. CFT shall initiate communications between panels, and program the lighting control system in accordance with approved configuration schedules, time-of-day schedules, and input override assignments
- F. Once all required programming is completed by the CFT, the Schools Representative shall schedule a half-day programming walk-thru with the Electrical Contractor and CFT. Attendance form shall be sent to Manufacturer's Representative by CFT
- G. Once programming walk-thru is completed and any requested changes made, another half-day, end user walk-thru shall be scheduled with the designated Owner's Representative. Field technician to make any requested changes. Attendance form sent to Manufacturer's Representative by CFT.
- H. Coordination and assistance shall be provided to owner's Commissioning Agent as required.

### 3.5 TRAINING

- A. End user training shall be performed by CFT. Training shall include basic troubleshooting, how to read submittals, how to process warranty claims and how to fill out button cap engraving forms. CFT shall be responsible for sending engraving forms to Manufacturer's Representative. Attendance form shall be sent to Manufacturer's Representative by CFT.
- B. Training shall include 2-4 hours of instruction for 2 people, to be a combination of classroom and on-site training.

### 3.6 FIELD QUALITY CONTROL

- A. Field tests of lighting control system must be witnessed by Owner's Representative.
- B. Field tests of emergency lighting system must be witnessed by Owner's Representative and by Authority Having Jurisdiction.
- C. Tests and Inspections:
  - 1. All lighting control components, programming, scheduling and operation shall be tested to ensure compliance with the project drawings and this specification.
- D. Nonconforming Work:
  - 1. Lighting control system will be considered defective if it does not pass tests and inspections.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.



- E. Prepare test and inspection reports, including a certified report that identifies lighting control panels and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations made after remedial action.
- F. Manufacturer Services:
  - 1. Engage factory-authorized service representative to support field tests and inspections.

### 3.7 ADJUSTING

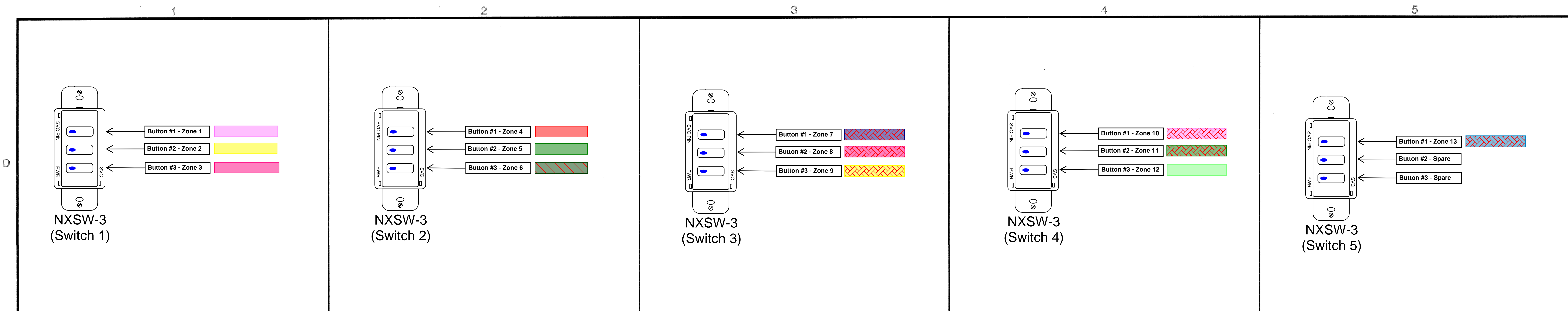
- A. Occupancy Adjustments: within 6 months from date of Substantial Completion, CFT shall schedule meetings with the designated Owner's Representative to address any documented issues and provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to 2 visits to Project during other-than-normal occupancy hours for this purpose.

### 3.8 MAINTENANCE

- A. Manufacturer's Representative shall offer a cost to perform additional 12-month and 24-month jobsite visits. This amount can be included in original project bid or separately.
  - 1. After 12 months from date of Substantial Completion, CFT Shall return to jobsite and meet with facilities group to address any documented issues.
  - 2. After 24 months from date of Substantial Completion, CFT shall return to jobsite and meet with facilities group to address any documented issues.
- B. Software and Firmware Service Agreement:
  - 1. Technical Support: Beginning at Substantial Completion, verify that software and firmware service agreement includes software support for two years.
  - 2. Upgrade Service: At Substantial Completion, update software and firmware to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Verify upgrading software includes operating system and new or revised licenses for using software.
    - a. Upgrade Notice: No fewer than 30 days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.
  - 3. Upgrade Reports: Prepare written report after each update, documenting upgrades installed.

END OF SECTION 260943.23





**D1** DETAIL Switch #1 Buttons to Zones    **D2** DETAIL Switch #2 Buttons to Zones    **D3** DETAIL Switch #3 Buttons to Zones    **D4** DETAIL Switch #4 Buttons to Zones    **D5** DETAIL Switch #5 Buttons to Zones



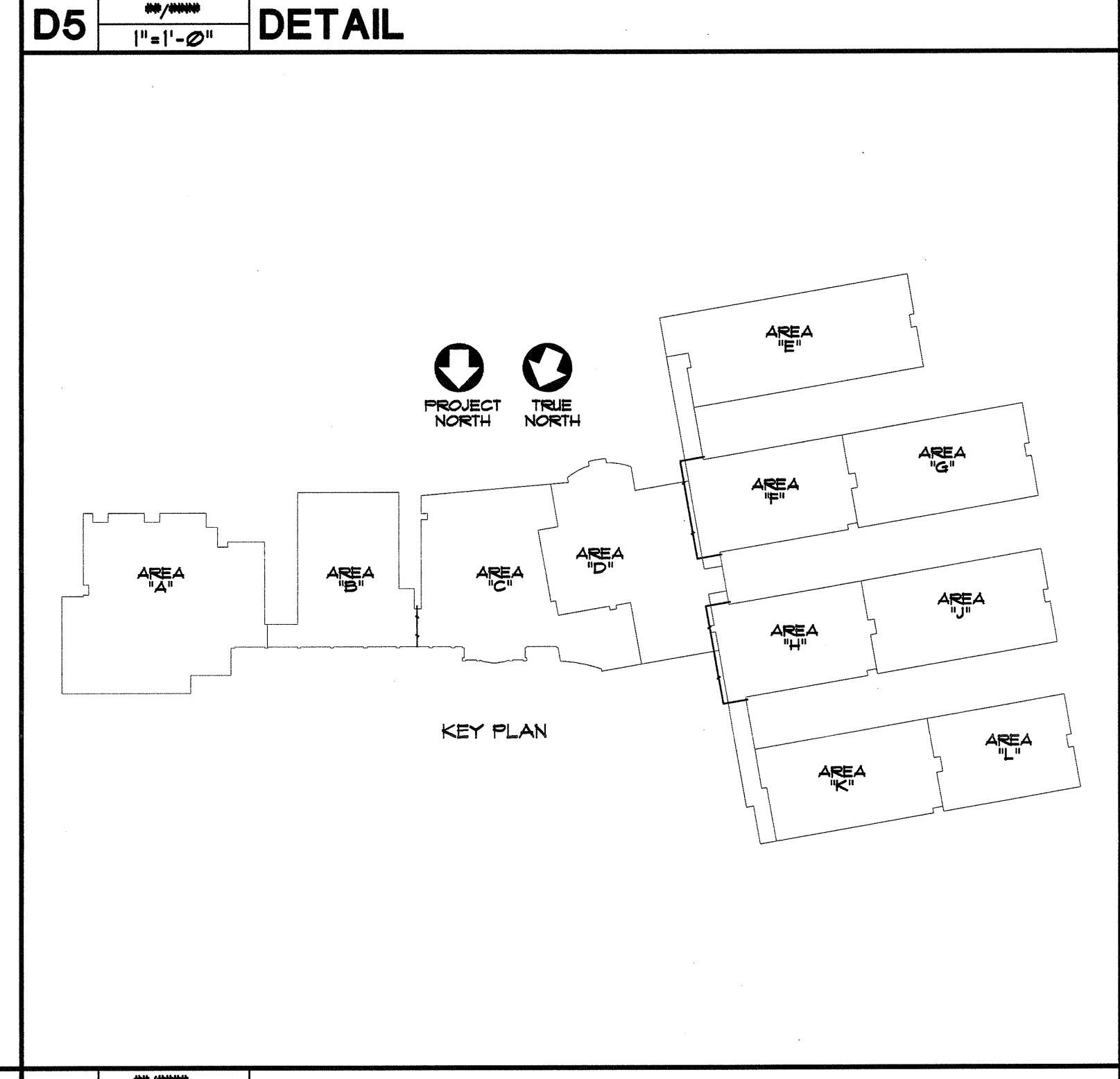
**A1** 1/32"=1'-0" OVERALL FLOOR PLAN FOR LIGHTING CONTROL ZONES AND SWITCH FUNCTIONS

**D5** DETAIL Building Sequence of Operation

Building Open/Close Time - 6am to 6pm Sunday - Saturday  
 All Switches Always active  
 Interior On Schedule - 5:00am Monday - Friday  
 Interior Off Schedule 7:00pm Monday - Friday  
 Exterior Security Lights On - Dusk to Dawn by Photocell  
 Exterior General Lights AM Schedule - On 5:00am - Off Dawn  
 Exterior General Lights PM Schedule - On Dusk - Off 10:00pm

**D5** 1/4"=1'-0" DETAIL

NOT USED



**A5** N.T.S. KEY PLAN

**Project:**  
 Blue Ridge Middle Lighting Controls

Drawn By: **DM**  
 Date: **2/3/2021**

Sheet:  
**LC- Zones**

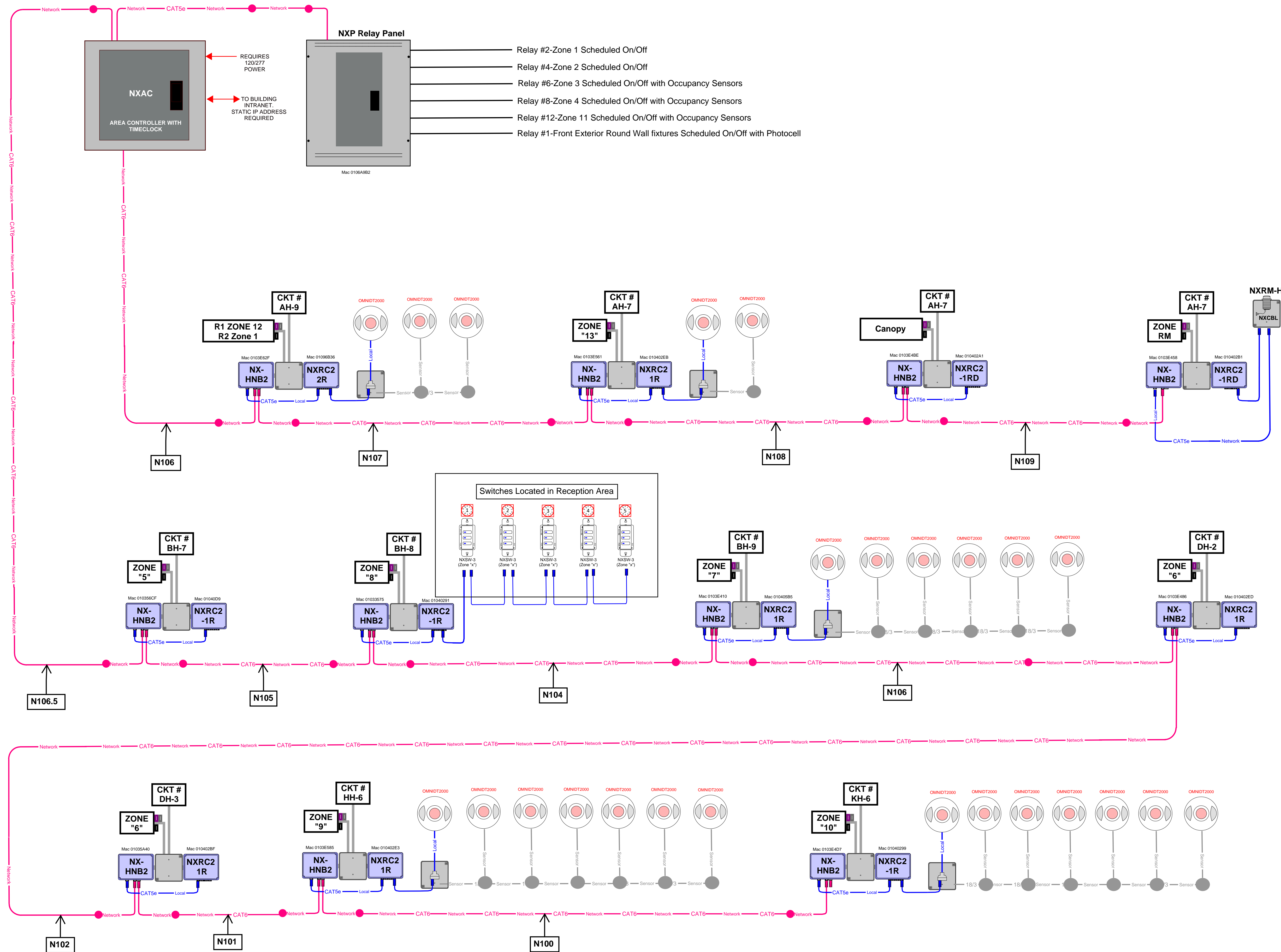


# Blue Ridge Middle Lighting Controls Replacement

Project:

Drawn By: **DM**  
Date: **5/5/2021**

Sheet:  
**LC- Riser**



AREA	TIMECLOCK SCHEDULE	SENSOR OPERATION	LOCAL OVERRIDE IN AREA	BUILDING MASTER OVERRIDE CONTROL	DAYLIGHT HARVESTING
CORRIDORS NORMAL	ON during 5:30AM - 6:00 PM, M-F	OCCUPIED=100%, EMPTY=50%	NO	YES	NO
CORRIDORS NORMAL	OFF during 6:01 PM - 5:29AM, M-F,S,S	OCCUPIED=OFF, EMPTY=OFF	NO	YES	NO
CORRIDORS EMERGENCY	ON during 5:30AM - 6:00 PM, M-F	OCCUPIED=100%, EMPTY=50%	NO	YES	NO
CORRIDORS EMERGENCY	OFF during 6:01 PM - 5:29AM, M-F,S,S	OCCUPIED=100%, EMPTY=50%	NO	YES	NO
LARGE BATHROOMS NORMAL	ON during 5:30AM - 6:00 PM, M-F	OCCUPIED=100%, EMPTY=50%	NO	NO	NO
LARGE BATHROOMS NORMAL	OFF during 6:01 PM - 5:29AM, M-F,S,S	OCCUPIED=OFF, EMPTY=OFF	NO	NO	NO
LARGE BATHROOMS EMERGENCY	ON during 5:30AM - 6:00 PM, M-F	OCCUPIED=100%, EMPTY=50%	NO	NO	NO
LARGE BATHROOMS EMERGENCY	OFF during 6:01 PM - 5:29AM, M-F,S,S	OCCUPIED=100%, EMPTY=50%	NO	NO	NO
CLASSROOM NORMAL	NOT REQUIRED	VACANCY	ON/RAISE/LOWER/OFF STATION + SCENE STATION	NO	IF REQUIRED, MAINTAIN 45FC
CLASSROOM EMERGENCY	NOT REQUIRED	VACANCY	ON/RAISE/LOWER/OFF STATION + SCENE STATION	NO	IF REQUIRED, MAINTAIN 45FC
SMALL BATHROOM	NOT REQUIRED	OCCUPANCY	LINE VOLTAGE OCCUPANCY SENSOR	NO	NO

Note: 8 character limit

**BUTTON CAP ENGRAVING**

**AREA**

ON	CLASSROOM ENTRY
↑	CLASSROOM ENTRY
↓	CLASSROOM ENTRY
OFF	CLASSROOM ENTRY
ALL ON	TEACHER DESK
PRESENT	TEACHER DESK
ALL 50%	TEACHER DESK
ALL OFF	TEACHER DESK
↑	TEACHER DESK
↓	TEACHER DESK
CORRIDOR	BUILDING MASTER (FRONT OFFICE)
GYM	BUILDING MASTER (FRONT OFFICE)
CAFÉ	BUILDING MASTER (FRONT OFFICE)
CANOPY	BUILDING MASTER (FRONT OFFICE)
PARKING	BUILDING MASTER (FRONT OFFICE)
SIGNAGE	BUILDING MASTER (FRONT OFFICE)

## SECTION 265119 - LED INTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and all conditions of the procurements contractual documents apply to this Section.

#### 1.2 SUMMARY

- A. Section includes interior solid state luminaires that use LED technology, and that are shown as new on the fixture schedule.

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lamp: LEDs and associated circuit board assembly.
- F. LED: Light-emitting diode.
- G. Lumen: Measured output of lamp and luminaire, or both.
- H. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaires.
  - 4. Include emergency lighting units, including batteries and chargers.
  - 5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
  - 6. Photometric data and adjustment factors based on laboratory tests complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type.
    - a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
    - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

- B. Shop Drawings: For nonstandard or custom luminaires.
  - 1. Include plans, elevations, sections, and mounting and attachment details.
  - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
- C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.
- D. Additional Purchasing Information.
  - 1. Immediately upon ordering fixtures, contractor shall provide a complete submittal to the owner (one submittal for each school) containing the following information in the header of the cutsheet for each fixture type ordered:
    - a. Distributer contact information
    - b. PO number to the manufacturer
    - c. School name
    - d. Month and year of order release
    - e. Fixture type designation

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing laboratory providing photometric data for luminaires.
- B. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Product Certificates: For each type of luminaire.
- D. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.
- E. Sample warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
  - 1. Provide cutsheets of all fixtures used, with photometrics and lumen data.
  - 2. Provide all warranty information required by section 010010, Basic Requirements.

#### 1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.

- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

#### 1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period. See Warranty section 010010, Basic Requirements.
- B. Warranty Period: Ten years from date of Certified Substantial Completion for complete materials replacement, with one year to include labor.

### PART 2 - PRODUCTS

#### 2.1 LUMINAIRE REQUIREMENTS

- A. The set of criteria for the items listed below has been based upon the following considerations:
  - 1. To set a standard of quality for product.
  - 2. To aesthetically upgrade and provide improved lighting quality in existing facilities.
  - 3. To help facilitate and expedite the upgrade process.
  - 4. Ease of maintenance past initial installation.
  - 5. To maintain or improve lighting levels within the facilities as set by OSF standards.
- B. The following is a general set of criteria that all products shall adhere to:
  - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Product shall be provided from a source which has been in the business of manufacturing lighting for a minimum of 10 years.
  - 3. Manufacturer shall offer a 10 year warranty on all components with a 'no-hassle' parts replacement policy.
  - 4. DLC or Energy Star listed products shall be utilized. All products shall be UL, ETL or CSA listed.
  - 5. Products shall have CRI of 80 minimum, and rated life of 50,000 hours minimum to L70.
- C. The following is criteria set per lighting application which will be the bulk of lighting provided:
  - 1. 2x4 Troffer – new fixture for replacement
    - a. To match the appearance of the retrofit kits.

- b. Available in CCT of 3500K and 4000K.
  - c. Available in lumen packages from 3000 through +7000. See drawings for additional lumen requirements
  - d. Available in 2x2 version to match 2x4.  
0-10v dimming driver standard.
  - e. Step-dimming driver option, with multiple field-selectable mA outputs:  
Osram # OT\*W/CS\*/UNV/SD/L.
  - f. Efficacy of 110 or higher.
  - g. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
    - 1) Lumen Focus FFL
    - 2) Columbia LCAT
2. 2x4 Lay-in Flat Panel – new fixture for replacement
- a. Must be available in 2x2 and 1x4 configurations.
  - b. Available with option of surface mount and recessed flange mount frame kits in all sizes.
  - c. Available in CCT of 3500K and 4000K.
  - d. Available in lumen packages from 3000 through 5000.
  - e. Lens to be made of material guaranteed not to “yellow” over time.  
0-10v dimming driver standard.
  - f. Efficacy of 110 or higher.
  - g. Suitable for damp locations.
3. Architectural Wall Mount Fixtures
- a. Based on H.E. Williams WMA series design.
  - b. Available in 2', 3' and 4' lengths
  - c. Available in lumen packages from 1500 to 6500
  - d. CCT of 3500K or 4000K
  - e. 0-10v dimming driver standard.
4. High-Bay Lights – new fixture for replacement
- a. Lumen package to match that of 400w Metal Halide high-bay fixture.
  - b. CCT of 4000K.
  - c. Option of 120-277v or 347-480v input.
  - d. Available with aluminum and clear acrylic reflector, clear conical lens and wire guard.
  - e. Available with pendent or hook and cord mount options.
5. Linear Pendants
- a. Fixtures shall match drawing requirements. See drawing lighting schedules for requirements.
  - b. Available in lengths of 4' and 8'.
  - c. CCT of 3500K or 4000K.
  - d. 0-10v dimming driver standard.
6. Channel Strip Fixtures



- a. Available in lengths of 2', 4' and 8'.
- b. Available with rounded frosted lens and wireguard.
- c. CCT of 3500K or 4000K
- d. Lumen packages of 4000, 5000, and 6500 available per 4' section.
- e. 0-10v dimming driver standard, multi-volt (120-277V)
- f. Efficacy of 110 or higher.
- g. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
  - 1) Lumen Focus ECL
  - 2) Cree LS
  - 3) Day-Brite FSS

7. Vaportight Strip Fixtures

- a. Available in multiple lengths to fit a variety of applications.
- b. Frosted acrylic lens, stainless steel latches and mounting clips available.
- c. CCT of 3500K or 4000K
- d. Lumen packages of 4000, 5000, and 6000 available per 4' section.
- e. 0-10v dimming driver standard, multi-volt (120-277V)
- f. Efficacy of 110 or higher.
- g. Wet location rated.
- h. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.

2.2 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Housings:

1. Extruded-aluminum heat sink.
2. Powder coat finish.

D. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

- a. "USE ONLY" and include specific lamp type.
- b. Lamp diameter, shape, size, wattage, and coating.
- c. CCT and CRI for all luminaires.

## 2.3 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece.

## 2.4 LUMINAIRE SUPPORT

- A. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- B. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 guage (2.68 mm).
- C. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- D. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

## 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.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

### 3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
  1. Sized and rated for luminaire weight.
  2. Able to maintain luminaire position after cleaning and relamping.

3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.

E. Flush-Mounted Luminaire Support

1. Secured to outlet box.
2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.

F. Wall-Mounted Luminaire Support

1. Do not attach luminaires directly to gypsum board.

G. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

3.5 ADJUSTING

A. Occupancy Adjustments: Within 3 months of date of Substantial Completion, coordinate a site visit with Owner's Representative to review operation of all fixtures.

1. During visits, inspect all luminaires. Replace lamps or luminaires that are defective.
2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of the Owner's Representative.

END OF SECTION 265119

## SECTION 265121 - LED LIGHTING RETROFIT KITS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. All conditions of the procurement contractual documents apply to this Section.

#### 1.2 SUMMARY

- A. The intent of this specification is to allow for the procurement of LED retrofit kits for the following type fixtures:
  1. All 2' and 4' fluorescent recessed troffers and surface fixtures with varying lamp quantities. Submit retrofit kits for the refitting of existing area lighting fluorescent troffers with LED Technology to replace fluorescent lamps and ballasts with new LED kits and Drivers.
  2. All recessed downlighting fixtures with varying lamp quantities and wattages. Submit retrofit kits for the refitting of existing area fluorescent/incandescent/HID recessed downlights with LED technology to replace existing lamps and ballasts with new LED kits and drivers.
  3. It is recognized that LED technology is evolving and that each manufacturer's standard lumen outputs, efficiencies, etc. may differ somewhat. Each bidder shall provide pricing as shown with informational data as requested in order for the Owner to evaluate the best value.
  4. Units shall comply with the requirements of this specification.

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lamp: LEDs and associated circuit board assembly.
- F. LED: Light-emitting diode.
- G. Lumen: Measured output of lamp and luminaire, or both.
- H. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product to be provided with bid submittal.
  1. Arrange in order of retrofit kit designation.
  2. Include mounting and attachment details.

3. Include details of retrofit kit assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
6. Include replacement door kit.
7. Photometric data and adjustment factors based on laboratory tests IES LM-79 and IES LM-80.
  - a. Manufacturers' Certified Data: Photometric description of data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products or qualified independent testing agency.
8. Include diagrams for power, signal, and control wiring.

B. Samples for Verification: For each type of retrofit kit.

1. Include Samples of retrofit kit for fluorescent fixtures and downlights.

C. Additional Purchasing Information.

1. Immediately upon ordering fixtures, contractor shall provide a complete submittal to the owner (one submittal for each school) containing the following information in the header of the cutsheet for each fixture type ordered:
  - a. Distributer contact information
  - b. PO number to the manufacturer
  - c. School name
  - d. Month and year of order release
  - e. Fixture type designation

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing laboratory providing photometric data for luminaires with retrofit kits.
- B. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Product Certificates: For each type of kit.
- D. Product Test Reports: For each luminaire, for tests performed by a qualified testing agency.
- E. Warranty.

## 1.6 QUALITY ASSURANCE

- A. Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide retrofit kits from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of retrofit kits that fail in materials or workmanship within specified warranty period. See Warranty section 010010, Basic Requirements.
- B. Warranty Period: Ten years from date of Certified Substantial Completion for complete materials replacement, with one year to include labor.

PART 2 - PRODUCTS

2.1 RETROFIT REQUIREMENTS

- A. The acceptable manufacturers are listed on the plans. Provide submissions to document specification compliance.
- B. The set of criteria for the items listed below has been based upon the following considerations:
  - 1. To set a standard of quality for product.
  - 2. To aesthetically upgrade and provide improved lighting quality in existing facilities.
  - 3. To help facilitate and expedite the upgrade process.
  - 4. Ease of maintenance past initial installation.
  - 5. To maintain or improve lighting levels within the facilities as set by OSF standards.
- C. The following is a general set of criteria that all products shall adhere to:
  - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Product shall be provided from a source which has been in the business of manufacturing lighting for a minimum of 10 years.
  - 3. Manufacturer shall offer a 10 year warranty on all components with a 'no-hassle' parts replacement policy.
  - 4. DLC or Energy Star listed products shall be utilized. All products shall be UL, ETL or CSA listed.
  - 5. Products shall have CRI of 80 minimum, and rated life of 50,000 hours minimum to L70.
  - 6. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. The following is criteria set per lighting application which will be the bulk of lighting provided:
  - 1. 2x4 Troffer Retrofit Kit
    - a. Kit must be Architectural style to match fixture styles indicated on plans.
    - b. Constructed as a hinged type, swing-down type.
    - c. Available in CCT of 3500K and 4000K.
    - d. Available in lumen packages from 3000 through +6000.
    - e. Available in 2x2 version to match 2x4.

- f. 0-10v dimming driver standard.
- g. Efficacy of 110 or higher.
- h. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
  - 1) Columbia SLK
  - 2) GE LVR

2. Recessed Downlight Retrofit Kits

- a. CCT of 3500K and 4000K available.
- b. 0-10v dimming driver standard, multi-volt (120-277v).
- c. Multiple lumen outputs available to cover a variety of applications.
- d. Multiple diameters available to cover a variety of applications.
- e. Damp location rated.
- f. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
  - 1) GE LRC

3. Channel strip retrofit kit

- a. Kit must be single-piece “pan” type to fit over existing channel strip fixture, with multiple widths available to accommodate existing fixture widths.
- b. Kit must include rounded frosted lens, end caps and screw-retained wire guard option.
- c. CCT of 3500K and 4000K available.
- d. 0-10v dimming driver standard, multi-volt (120-277v).
- e. Lumen outputs available between 4000 and 6500 lumens.
- f. Efficacy of 110 or higher.
- g. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
  - 1) Lumen Focus RCL
  - 2) Philips SL

2.2 MATERIALS

A. Metal Parts:

- 1. Free of burrs and sharp corners and edges.
- 2. Sheet metal components shall be steel unless otherwise indicated.
- 3. Form and support to prevent warping and sagging.

B. Factory-Applied Labels: Comply with UL 1598C. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

### 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. After contract has been awarded, but prior to start of construction, contractor shall schedule a site walk-through with Owner's representative to identify areas where special lighting outputs or provisions may be required.

#### 3.2 INSTALLATION

- A. Provide detailed mounting instructions with kits.
- B. Install kits level, plumb, and square with existing fixtures unless otherwise indicated.
- C. Install kits in each luminaire.
- D. Clean all areas of installation daily such that space can be used for intended purpose the next day.

#### 3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Operational Test: After installing kits, batteries and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Retrofit kit will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

#### 3.4 LIGHT LEVELS

- A. Light levels shall be tested upon completion of the installation to comply with the following initial light levels for space indicated.



<b>IES Recommended Light Levels for Education (FC)</b>		
<b>SPACE</b>	<b>IES</b>	<b>W/SQFT</b>
AUDITORIUM - LECTURE HALL (HOUSE,SPEAKER)	10,50	1.1
AUDITORIUM - MULTIPURPOSE ASSEMBLY (HOUSE,SPEAKER)	10,50	1.1
AUDITORIUM - PERFORMANCE (HOUSE,STAGE,PRESENTATION)	7.5,30,100	1.1
BREAKROOM	10	1.2
CAFETERIA	15	1.4
CLASSROOMS - LABS	50	1.4
CLASSROOMS - READING/WRITING	40	1.2
CLASSROOMS - SHOPS	100	1.4
CONFERENCE	30	1.2
COPY/PRINT ROOMS - GENERAL	10	1.2
COPY/PRINT ROOMS - MACHINES	30	1.2
CORRIDORS	10--20	1.2
EQUIPMENT ROOMS	20	1.2
GYMNASIUMS (SEE IES SPORTS SECTION IES FOR COMPETITIVE PLAY)	50	1.1
JANITOR	10	1.2
KITCHEN (PREP)	50	1.4
LIBRARY - COMPUTERS	15	1.3
LIBRARY - GENERAL LENDING	20--30	1.3
LIBRARY - READING	30--50	1.3
LIBRARY - STAFFED DESKS	50	1.3
LOBBIES - GENERAL	10	1.2
LOBBIES - RECEPTION DESK	40	1.2
LOBBIES - WAITING	20	1.2
OFFICES - READING/WRITING	30--50	1
STAIRS	10	1.2
STORAGE (FREQUENT)	10	1.2
TOILERS/LOCKER ROOM - FIXTURES	15	1.2
TOILERS/LOCKER ROOM - SHOWER	10	1.2
TOILETS/LOCKER ROOM - GENERAL	5	1.2
	AVERAGE W/SQFT	1.22

3.5 ADJUSTING

- A. Occupancy Adjustments: Within 3 months of date of Substantial Completion, coordinate a site visit with Owner's Representative to review operation of all fixtures.
1. During visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  3. Adjust the aim of luminaires in the presence of the Owner's Representative.

END OF SECTION 265121

## SECTION 265619 – LED EXTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and all conditions of the procurement contractual documents apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
  - 2. Luminaire supports.
  - 3. Luminaire-mounted photoelectric relays.

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lamp: LEDs and associated circuit board assembly.
- F. LED: Light-emitting diode.
- G. Lumen: Measured output of lamp and luminaire, or both.
- H. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaire.
  - 4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type.
    - a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.

- b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
- 6. Photoelectric relays.
- 7. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.

B. Shop Drawings: For nonstandard or custom luminaires.

- 1. Include plans, elevations, sections, and mounting and attachment details.
- 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- 3. Include diagrams for power, signal, and control wiring.

C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing laboratory providing photometric data for luminaires.

B. Seismic Qualification Data: For luminaires, accessories, and components, from manufacturer.

- 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
- 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
- 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Product Certificates: For each type of the following:

- 1. Luminaire.
- 2. Photoelectric relay.

D. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.

E. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires and photoelectric relays to include in operation and maintenance manuals.

- 1. Provide cut sheets of all fixtures used, with photometrics and lumen data.
- 2. Provide all warranty information required by section 010010, Basic Requirements.

1.7 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.
- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

#### 1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period. See "Warranty" portion of section 010010, Basic Requirements.
  - 1. Warranty Period: Ten years from the date of certified substantial completion for complete materials replacement, with one year to include labor.

### PART 2 - PRODUCTS

#### 2.1 LUMINAIRE REQUIREMENTS

- A. The set of criteria for the items listed below has been based upon the following considerations:
  - 1. To set a standard of quality for product.
  - 2. To aesthetically upgrade and provide improved lighting quality in existing facilities.
  - 3. To help facilitate and expedite the upgrade process.
  - 4. Ease of maintenance past initial installation.
  - 5. To maintain or improve lighting levels within the facilities as set by OSF standards.
- B. The following is a general set of criteria that all products shall adhere to:
  - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Product shall be provided from a source which has been in the business of manufacturing lighting for a minimum of 10 years.
  - 3. Manufacturer shall offer a 10 year warranty on all components with a 'no-hassle' parts replacement policy.
  - 4. DLC or Energy Star listed products shall be utilized. All products shall be UL, ETL or CSA listed.
  - 5. Products shall have CRI of 80 minimum, and rated life of 50,000 hours minimum to L70.
- C. The following is criteria set per lighting application which will be the bulk of lighting provided:
  - 1. Pole Mounted Area and Site:

- a. To match the appearance, finish and performance of fixtures specified on drawings.
- b. Available in CCT of 4000K and 5000K.
- c. Available in lumen packages from 10,000 thru 18,000. See drawings for additional lumen requirements.
- d. Full cutoff optics, available in IES distribution types II, III, IV, and V.
- e. Efficacy of 80 or higher.
- f. 0-10v dimming driver standard, Multi-volt (120-277V) and 480V available.
- g. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
  - 1) Gardco ECF
  - 2) Cree OSQ

2. Wall Packs:

- a. To match the appearance, finish and performance of fixtures specified on drawings.
- b. Available in CCT of 4000K and 5000K.
- c. Available in lumen packages from 3,500 thru 7,000. See drawings for additional lumen requirements.
- d. Full cutoff optics, available in wide and forward throw distribution types.
- e. Efficacy of 90 or higher.
- f. 0-10v dimming driver standard, Multi-volt (120-277V) and 480V available
- g. Acceptable manufacturers: In addition to manufacturers and part numbers listed in fixture schedule on the drawings, and subject to the description, specifications and part numbers and accessories listed on the bid documents, the following manufacturers are approved to bid for this fixture type. Any fixtures failing to meet these requirements or to provide acceptable documentation will be rejected.
  - 1) Gardco 101L

2.2 LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS

- A. Comply with UL 773 or UL 773A.
- B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc and off at 4.5 to 10 fc with 15-second minimum time delay. Relay shall have directional lens in front of photocell to prevent artificial light sources from causing false turnoff.
  1. Relay with locking-type receptacle shall comply with ANSI C136.10.
  2. Adjustable window slide for adjusting on-off set points.

2.3 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Sheet Metal Components: Corrosion-resistant aluminum. Form and support to prevent warping and sagging.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.

D. Diffusers and Globes:

1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
2. Glass: Annealed crystal glass unless otherwise indicated.

E. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

F. Housings:

1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
2. Provide filter/breather for enclosed luminaires.

G. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:
  - a. "USE ONLY" and include specific lamp type.
  - b. Lamp diameter, shape, size, wattage and coating.
  - c. CCT and CRI for all luminaires.

## 2.4 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- D. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

## 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.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Install lamps in each luminaire.
- D. Fasten luminaire to structural support.
- E. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning and relamping.
  - 3. Support luminaires without causing deflection of finished surface.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- F. Wall-Mounted Luminaire Support:
  - 1. Attached to structural members in.
- G. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- H. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.
- I. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

### 3.4 BOLLARD LUMINAIRE INSTALLATION:

- A. Align units for optimum directional alignment of light distribution.

### 3.5 INSTALLATION OF INDIVIDUAL GROUND-MOUNTED LUMINAIRES

- A. Aim as indicated on Drawings.

### 3.6 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.



3.7 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Verify operation of photoelectric controls.
- C. Luminaire will be considered defective if it does not pass tests and inspections.
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.8 ADJUSTING

- A. Occupancy Adjustments: Within 3 months of date of Substantial Completion, coordinate a site visit with Owner's Representative to review operation of all fixtures.
  - 1. During visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 3. Adjust the aim of luminaires in the presence of the Owner's Representative.

END OF SECTION 265619