Exhibit A

From: Jonathan McElveen
To: Protest-OSE
Subject: [External] Protest Letter for Project# P16-9526-CB- PDSFM Paving and Facilities Upgrades
Date: Wednesday, June 10, 2026 10:39:57 AM
Attachments: Protest Letter Project#P16-9526-CB.pdf

To Whom it May Concern,

Please see attached Letter of Protest from JF Contractors LLC for the above referenced project sent 6/10/2026, please note that this date falls within the required 15 calendar days stated in SC Code 11-35-4210 from the Notice of Intent to Award dated 5/28/2026. Please email me if you have any questions concerning this Letter of Protest.

Thanks,

Jonathan McElveen
JF Contractors LLC
119 S. Harvin St.
Sumter, SC 29150

JF CONTRACTORS

Chief Procurement Office for Construction
Office of the State Engineer
1333 Main St, Suite 700
Columbia, SC 29201

June 9th, 2026

To Whom it May Concern:

Please accept this letter as a protest to project PDSFM – Paving and Facilities Upgrades (project # P16-9526-CB), with the Notice of Intent to Award issued to FBi Construction Inc. on 5/28/2026. Our protest will be based on FBi Construction Inc. not acknowledging addendums as set forth in AIA Document A701-2018 Instructions to Bidders, page 6, section 3.4.4 (see attached) and the Signed Bid Tabulation for Form – showing where FBi did not acknowledge addendums (attached). Additionally, during the pre-bid, the requirement to acknowledge any addendums was verbally expressed multiple times by the architectural representative, and a representative from FBi was in attendance.

Both addendums sent out by Grimball Cotterill Landscape Architects stated in several places to acknowledge receipt of the addendum in the space provided in Bid Form (attached). Addendum Number 2 was 32 pages long with attached revised drawings to civil and architectural along with data sheets for doors and lighting fixtures.

This second addendum was imperative to the ability to effectively price and plan this project. FBi's failure to acknowledge calls in to question their ability to complete this project as stated in the full project documents.

Thank you,

Jonathan McElveen
Project Manager

Sworn before me on: 9th June 2026
My Commission Expires July 11, 2027

LEA THOMPSON NOTARY PUBLIC MY COMMISSION EXPIRES 7/11/2027 SOUTH CAROLINA

Notary Public: Lea Thompson

119 S Harvin St
PO Box 3589
Sumter, SC 29151

Phone: 803-774-8269
Fax: 803-774-8270
www.jfcontractors.com

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.scemd.org/closings/ for information concerning closings.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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

Init.

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Bid Tabulation Form

Project Name: PDSFM - Paving and Facilities Upgrades
Project Location: 2531 W. Lucas Street, (Hwy 52), Florence, SC 29501
Owner: SC Department of Agriculture
State Project No.: P16-9526-CB

Bid Date: May 26, 2026
Bid Time: 2:00pm

Bids Opened at Jennings Building, 350 Ballard Court, West Columbia, SC 29172

Contractor	C.R. Jackson, Inc.	Delta Building Systems	Eadies Diva D Enterprises, LLC	Evans Pavement Services, Inc.	FBI Construction	Hopkins Builders, LLC	JF Contractors, LLC
5% Bid Bond: AIA-310, Cashier's Chk or Elec					A 310		A 310
Addenda Acknowledged	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both
GC License No.:					G10270		G108684
Base Bid:					738,711.		878,500.
Asphalt Subcontractor					Evans Pavement G115528		Chipley - 97504
ALTERNATES							
Alternate #1					31,977.		24,600.
Alternate #2					33,735.		28,260
					804,423.		931,360.

Contractor	North American Construction Co., Inc.	Satchel Construction	LA Smith Company / EarthKon, LLC				
5% Bid Bond: AIA-310, Cashier's Chk or Elec							
Addenda Acknowledged	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both
GC License No.:							
Base Bid:							
Asphalt Subcontractor							
ALTERNATES							
Alternate #1							
Alternate #2							

NOTE: Unit Pricing was not required for the Bid Tab for this Project.

Opened by: James Boutchyard

Posting:
SC Department of Agriculture
Hampton Building, 5th Floor Entrance, Columbia, SC 29201
By close of business Thursday, May 26, 2026

This document is a record of Bids received for this project.

Read by:

Witnessed by:

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

May 7, 2026

Project Name: PDSFM – Paving and Facilities Upgrades
Project Number: P16-9526-CB

ADDENDUM NUMBER ONE

To: All Bidders

The following items add to, modify, clarify, or otherwise alter the Drawings and/or Specifications and will be a part of the Contract Documents. Where a portion of the Drawings and/or Specifications is added to, modified, or otherwise altered, the original portion not specifically affected herein shall remain in effect.

Bidders are advised that any information received from sources not listed in the Invitation for Bids is not warranted for reliability and the Bidder accepts the responsibility for any differences.

These documents may only be reproduced in whole by any Contractor or Subcontractor, including Drawings and Specifications. No partial documents may be reproduced or distributed by any party. Documents are all inclusive and information contained on one document is as if contained on all. Working from partial documents shall not serve as a basis of change for the Owner.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

GENERAL

Item No.	Description
1.	A Pre-Bid Conference was held at Pee Dee State Farmers Market Manager's Office, 2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501 at 10:00am on Tuesday, May 5, 2026, with a Site Visit immediately following.
2.	Additional Site Visits may be scheduled by contacting Bob Sager, Farmers Market Manager, directly at bsager@scda.sc.gov or by phone at 843-665-5154 or mobile 843-506-5899.
3.	**Project Substitution Requests and Contractor Questions** must be submitted in writing to Mark Cotterill at mark@grimballcotterill.com **no later than 12:00pm Noon on Thursday, May 14, 2026. NOTE: This is a REVISED TIME AND DAY from the SE-310 Advertisement.**
4.	The **Final Addendum** will be distributed to all known Plan Holders of Record **no later than 5:30pm on Monday, May 18, 2026.**
5.	Bidders shall submit Bids in accordance with the SE-310 instructions for **Hand Delivery** to the attention of James Boutchyard at the Jennings Building, 350 Ballard Court, West Columbia, SC 29172 **no later than 1:45pm on Tuesday, May 26 OR** by **Mail** to the attention of James Boutchyard at 1200 Senate Street, Wade Hampton Bldg., 5th Floor, Columbia, SC 29201 **no later than 11:00am on Tuesday, May 26**, as stated in the Project Manual, prior to the Bid Opening.
6.	**Bid Opening** will be at **2:00pm on Tuesday, May 26, 2026, at the Jennings Building, 350 Ballard Court, West Columbia, SC 29172 (within the State Farmers Market Complex).** Bidders are invited to attend. A Location Map will be included in the Final Addendum.
7.	Listing of multiple products or manufacturers within the Specifications or approval of products or manufacturers via the Product Substitution Form 01 60 00-A in the Project Specification Manual does not waive or preclude any and all performance, warranty or specific requirements listed within the specification unless specifically noted in the Addenda. Only manufacturers and products meeting the specification requirements and listed in the specifications or included in the Addenda shall be approved for the project.

600 Beltline Boulevard, Columbia, South Carolina 29205
Office: (803) 738-9525 Fax: (803) 782-3916

PRE-BID CONFERENCE DISCUSSION ITEMS

(This information is to assist in the Pre-bid Conference and is not to be included in an Addendum)

General	1. Bidders are reminded to bid the written word contained in the bid documents. Items discussed during the pre-bid or site visits are not intended to change or modify the scope of the work presented in the bid documents. 2. All questions must be submitted in writing. All responses will be provided in addenda to the bid documents.
SE-310 Invitation for Design-Bid-Build Construction Services	1. Each bid must include a Bid Security of not less than 5% of the Base Bid amount. *(Bids under $100,000 are not required to include a Bid Security)* 2. The successful bidder must provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price. *(Awards under $50,000 may not be required to provide bonds)* 3. Select One: a. *If Pre-Bid is Mandatory:* Only bidders represented at the Pre-Bid are eligible to bid. A bidders representative must sign-in using the Contractor name that will appear on the Bid Form. b. *If Pre-Bid is Non-Mandatory:* Any contractor is eligible to bid the project. 4. The Bid Opening date, time, and location is listed on the SE-310 and in the SCBO advertisement. Any change to the date, time, or location will be provided by addenda and a revised SE-310 will be published in SCBO.
AIA A701 (SCOSE Version) Instructions to Bidders	1. Section 3.3, Substitutions: Requests for substitutions must be submitted to the A/E at least 10 days prior to the bid date. The A/E will include all approved substitutions in addenda. 2. Section 3.4, Addenda: The last addendum to be issued will be no later than 5 business days prior to the Bid Date (the Bid Date is not included in the five business days).
SE-330 Lump Sum Bid Form	1. Page BF-1: a. Item 3. Bidders are to acknowledge all addenda by checking the appropriate boxes. A bid may be considered non-responsive if addenda are not acknowledged. b. Item 6.1. The amount of the Base Bid shall be entered in the space provided in legible numbers (words are not required). 2. Page BF-1A: *(when included)* a. Item 6.2. Bidders are requested to provide a bid for all Alternates, and indicate whether the Alternate bid is an "add" or "deduct" to the Base Bid. b. Item 6.3. The bidder should furnish requested unit prices in the space(s) provided. 3. Page BF-2: *(Only if Subcontractor Listing is required for Base Bid and Alternate(s).)* a. The bidder is required to identify the subcontractor(s) they propose to perform the work for the subcontractor classifications listed. b. If the bidder is qualified to perform the work of a classification listed and does not intend to subcontract the work, the bidder must insert their own name in the space provided for that classification. c. If the bidder intends to use multiple subcontractors to perform the work of a single classification listed, they must insert each subcontractor they will use, preferably separating each by the word **"and"**. If the bidder intends to use both its own employees and one or more subcontractors to perform a part of the work of a single listing, they must insert their name along with each subcontractor. d. Failure to insert a firms' name for each listed classification will render the Bid non-responsive. e. License numbers are requested and strongly recommended to verify qualification. 4. Page BF-3: a. Section 9.a & 9.b: The number of Calendar Days allowed for construction to reach Substantial Completion is listed, and the Liquidated Damages dollar amount to be applied for failure to reach Substantial Completion within the contract time limit is also listed.
AIA A101, (SCOSE Version) Standard Form of Agreement Between Owner and Contractor	1. Exhibit A, Insurance and Bonds: a. Bidders are encouraged to review all insurance and bonding requirements of the project prior to submittal of their bid to verify their ability to comply. b. Section A.3.3, Required Property Insurance: Unless otherwise noted, the successful bidder will provide Builders Risk Policy to cover interest of all parties.
AIA A201 SCOSE Version General Conditions	1. Section 3.7.1: Contractors and subcontractors are required to obtain business and other licenses from the local political subdivision, but not building permits. Building Permits for projects on State property will be issued by the Office of State Engineer at no charge to the Contractor.
Conclusion	1. The Agency intends to award a Contract to the lowest responsive bid submitted by a responsible bidder. 2. All questions and communication during the bidding stage should be through the A/E (or Agency if there is no A/E). However, contact the agency project manager for any additional site visits.

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

May 18, 2026

Project Name: PDSFM – Paving and Facilities Upgrades
Project Number: P16-9526-CB

ADDENDUM NUMBER TWO

To: All Bidders

The following items add to, modify, clarify, or otherwise alter the Drawings and/or Specifications and will be a part of the Contract Documents. Where a portion of the Drawings and/or Specifications is added to, modified, or otherwise altered, the original portion not specifically affected herein shall remain in effect.

Bidders are advised that any information received from sources not listed in the Invitation for Bids is not warranted for reliability and the Bidder accepts the responsibility for any differences.

These documents may only be reproduced in whole by any Contractor or Subcontractor, including Drawings and Specifications. No partial documents may be reproduced or distributed by any party. Documents are all inclusive and information contained on one document is as if contained on all. Working from partial documents shall not serve as a basis of change for the Owner.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

GENERAL BIDDING INFORMATION

Item No.	Description
1.	Bidders shall submit Bids in accordance with the SE-310 instructions for **Hand Delivery** to the attention of James Boutchyard at the Jennings Building, 350 Ballard Court (within the Midlands State Farmers Market Complex), West Columbia, SC 29172 **no later than 1:45pm on Tuesday, May 26 OR** by **Mail** to the attention of James Boutchyard at 1200 Senate Street, Wade Hampton Bldg., 5th Floor, Columbia, SC 29201 **no later than 11:00am on Tuesday, May 26**, as stated in the Project Manual, prior to the Bid Opening.
2.	**Bid Opening** will be at **2:00pm on Tuesday, May 26, 2026, at the Jennings Building, 350 Ballard Court, West Columbia, SC 29172 (within the Midlands State Farmers Market Complex).** Bidders are invited to attend. A Location Map is included in this Addendum.

GENERAL:

1. Equipment/Materials Lay-down area and Contractor Parking locations will be designated during the Pre-Construction meeting prior to Work commencement.
2. Contractor will have access to site utilities as needed, within normal limits.
3. All ADA/Handicap Signage will be provided by PDSFM. To be installed by Contractor.
4. PDSFM Staff, Vendors, and Clients will be onsite daily. Contractor to provide all necessary safety protection and precautions/signage.
5. The PDSFM complex is open for business Monday through Saturday, 7am – 6pm; this includes the Two Girls Antique Mall, other vendors onsite, and the businesses within the Market Shed. The Aloha Kitchen restaurant in the Red Barn building is open for business Tuesday through Saturday, 11am – 8pm.
6. The most current 2026 Pee Dee State Farmers Market Calendar of Events is included herein.
7. All drawings should be printed out at 24" x 36" in size for indicated Dimensioning Scales.

600 Beltline Boulevard, Columbia, South Carolina 29205
Office: (803) 738-9525 Fax: (803) 782-3916

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

BIDDERS QUESTIONS AND DESIGN DIRECTIVES:

QUESTIONS: NO Questions were received from Contractors.

PAVING - Civil: See Attached Revised Drawing Sheet C3.1

1. The required Small Commercial Land Disturbance Permit Application was filed with Florence County on April 28, 2026; the approved Permit #73801-0426-STW-CO was received May 12, 2026. A copy is to be displayed onsite for the duration of the Construction phase. SCDA/OSE will issue the Building Permit.
2. Contractor may reuse the existing gravel; however, the proof-roll and compaction requirements must still be met at each location.
3. A 1.5" thickness is required for all areas designated for Overlay paving. Must pass proof-roll.
4. Milling is required at all locations between existing asphalt and new asphalt, including at the Highway 52 (W. Lucas Street) entrance and at the Market Shed entrance, for a smooth transition.

RED BARN – Architectural/Electrical: See attached Revised Drawing Sheets A1.0 and A2.0

1. No Mechanical work will be required in the Red Barn.
2. No Electrical work for existing conditions is required in the Red Barn Loft other than as shown on the drawings.
3. Insulation must be replaced on the Loft floor following completion of all work in the area above the Kitchen and Food Prep/Dish Washing spaces below. Install evenly for a sufficient and neat appearance.

VISITORS CENTER – Architectural/MPE: See attached Revised Drawing Sheet A1.1

1. The Reception Area counter is currently fastened to the concrete floor. Anticipate minor concrete floor repair and epoxy floor coating to match existing following the relocation of the counter.
2. The existing entry door will be reused for the upgrades to a designated ADA entrance door; provide a new ADA-compliant threshold.
3. Non-standard ADA measurements for the Restroom renovation have been accepted by the OSE.

APPROVED EQUALS:

Trulite Doors (Red Barn) – Approved Equal – See attached Data Sheets.

Sesco Lighting – Sesco Lighting – Elite Lighting and Beghelli USA Fixtures – Approved Equals. See attached Data Sheets.

ATTACHMENTS:

Midlands State Farmers Market Map (Columbia, SC) – Jennings Building (for Bid Opening)
Pee Dee State Farmers Market 2026 Calendar of Events
Trulite Doors (for Red Barn) – Prior Approval by Deborah A. Snow, Architect
Sesco Lighting – Elite Lighting and Beghelli USA Fixtures - Prior Approval by GWA, Inc.
Civil Drawing Sheet C3.1 General Project Details: ADA Detail Dimensions added.
Architectural Drawing Sheet A1.0 Red Barn Renovations – Plans: Detail 2/A1.0 has been revised and the Loft Access Door has been located.
Architectural Drawing Sheet A1.1 Visitor Center Renovations: Detail 1/A1.1 and Locations B and D have been updated.
Architectural Drawing Sheet A2.0 Red Barn Renovations – Sections & Details: Detail 2/A2.0 has been added for the Loft Access Door.

END OF ADDENDUM NUMBER TWO

600 Beltline Boulevard, Columbia, South Carolina 29205
Office: (803) 738-9525 Fax: (803) 782-3916

SE-370
NOTICE OF INTENT TO AWARD - DESIGN-BID-BUILD CONTRACT

AGENCY: Department of Agriculture

PROJECT NAME: PDSFM - Paving and Facilities Upgrades

PROJECT NUMBER: P16-9526-CB

POSTING DATE: 05/28/2026

TO ALL BIDDERS

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

NAME OF BIDDER: FBi Construction, Inc.

DATE BIDS WERE OPENED: 05/26/2026

BID INFORMATION:

BASE BID AMOUNT:				$738,711.00
ALTERNATES:	**#1**	**ACCEPTED**	☑	$31,977.00
	#2	**ACCEPTED**	☑	$33,735.00
	#3	**ACCEPTED**	☐	$0.00

TOTAL BID AMOUNT: $804,423.00

TOTAL CONTRACT AWARD: $0.00

(If the Total Contract Award is different from the Total Bid Amount, explain any negotiations that resulted in the change.)

n/a

REMARKS: ***(If "No Contract to be Awarded" was entered above, indicate the reason.)***

n/a

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work before receipt of the Agency's written Notice to Proceed.

RIGHT TO PROTEST (SC Code 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may be entitled to protest. 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 appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mmo.sc.gov, or (b) by post or delivery to 1333 Main Street, Suite 700, 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 email address from which you sent your protest.

Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to the procuring agency project coordinator. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal.

BY: James Boutchyard **TITLE:** Procurement Director **DATE:** 05/27/2026

ACKNOWLEDGED BY OSE PROJECT MANAGER: Clint Burdett **DATE:** 05/27/2026

JF CONTRACTORS

Chief Procurement Office for Construction
Office of the State Engineer
1333 Main St, Suite 700
Columbia, SC 29201

June 4th, 2026

To Whom it May Concern:

Please accept this letter as a notice of J.F Contractors, LLC intends to protest the project PDSFM – Paving and Facilities Upgrades (project # P16-9526-CB), with the Notice of Intent to Award issued to FBi Construction Inc. on 5/28/2026. Our protest will be based on FBi Construction Inc. not acknowledging addendums as set forth in bidding documents.

Thank you,

Jonathan McElveen
Project Manager

Sworn before me on: June [illegible]026
My Commission Expires July 11, 2027

LEA THOMPSON NOTARY PUBLIC MY COMMISSION EXPIRES 7/11/2027 SOUTH CAROLINA

Notary Public: Lea Thompson

119 South Harvin Street
PO Box 3589
Sumter, SC 29151

Phone: 803-774-8269
Fax: 803-774-8270
www.jfcontractors.com

Exhibit B

Protest of Project P16-9526-CB

Subject: Methodology used to determine responsiveness

To: John C. White, State Engineer

On May 26, 2026, at 2:00 p.m. I, James Boutchyard, Procurement Director for the South Carolina Department of Agriculture, publicly opened bids for Project P16-9526-CB. Two bids were received in response to the Invitation for Bids for this design-bid-build project: FBi Construction and JF Contractors, LLC.

During the bid opening, it was observed and documented that FBi Construction had not checked the acknowledgment boxes for the issued addenda on the bid form. Upon discovering this omission, I reviewed the requirements of Section 11-35-1520(13)(D)(i) and (ii) of the South Carolina Consolidated Procurement Code to determine whether the omission constituted a minor informality that could be cured.

On the day of the bid opening, I immediately contacted FBi Construction and requested confirmation regarding its receipt of the addenda. FBi Construction verbally confirmed that it had received and reviewed all issued addenda prior to bid submission and that its failure to acknowledge them on the bid form was an administrative oversight. Following the telephone conversation, I requested written confirmation from the bidder. FBi Construction subsequently submitted an email acknowledging receipt and review of all addenda, and this correspondence was included in the official procurement file along with the bid tabulation.

The addenda issued during the solicitation were administrative and clarifying in nature. They did not alter the scope of work, specifications, contract requirements, or pricing methodology, nor did they provide any competitive advantage to any bidder. As such, the omission of the acknowledgment was not material to the responsiveness of the bid.

Based on the facts above and pursuant to Section 11-35-1520, it is my determination that the failure to acknowledge the addenda constituted a minor informality that was properly cured through written confirmation. Therefore, I believe the Department acted in accordance with the South Carolina Consolidated Procurement Code and that FBi Construction's bid was appropriately considered responsive for purposes of award.

James Boutchyard

Procurement Director

Outlook

RE: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB

From Boutchyard, James <jboutchyard@scda.sc.gov>
Date Mon 6/15/2026 1:36 PM
To Derrick, Perry <PDerrick@mmo.sc.gov>; Laurel Gibson <lgibson@msarch.net>; White, John <jswhite@mmo.sc.gov>
Cc Mark Cotterill <mark@grimballcotterill.com>; Burdett, Clint <cburdett@mmo.sc.gov>

1 attachment (29 KB)
MP16-9526-CB award methodology.pdf;

Good afternoon, Derrick.

When I spoke to Clint last week, he had me draft a letter stating the methodology I used to determine responsiveness for this award. Attached is a detailed narrative of the methodology used to cure this minor informality.

Please let me know if you or John have any questions.

Thanks

James "Jay" Boutchyard
Procurement Director, Finance Department

South Carolina Department of Agriculture
1200 Senate Street | Wade Hampton Building, 5th Floor
Columbia, South Carolina 29201
Office: 803-734-2206 | Cell: 803-542-2822
jboutchyard@scda.sc.gov | agriculture.sc.gov | SCDA Facebook

From: Derrick, Perry <pderrick@mmo.sc.gov>
Sent: Monday, June 15, 2026 11:54 AM
To: Laurel Gibson <lgibson@msarch.net>
Cc: Boutchyard, James <jboutchyard@scda.sc.gov>; Mark Cotterill <mark@grimballcotterill.com>; Burdett, Clint <cburdett@mmo.sc.gov>
Subject: RE: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB

The protest letter was received on Wednesday, June 10.

Perry M. Derrick, PE | Deputy State Engineer
Division of Procurement Services | Office of State Engineer
SC State Fiscal Accountability Authority
1333 Main Street, Suite 700 | Columbia, SC 29201 | Office: (803) 737-0518
pderrick@mmo.sc.gov

From: Laurel Gibson <lgibson@msarch.net>
Sent: Monday, June 15, 2026 11:49 AM
To: Derrick, Perry <pderrick@mmo.sc.gov>
Cc: Boutchyard, James <jboutchyard@scda.sc.gov>; Mark Cotterill <mark@grimballcotterill.com>; Burdett, Clint <cburdett@mmo.sc.gov>
Subject: Fwd: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB

Good morning, Perry.

I received a note back from Clint Burdett that he is on vacation this week and to contact you if your help was needed while he is away.

Can you confirm that J.F. Contractors, LLC did not meet the Friday EOD deadline for officially filing their Protest of the award for the PDSFM Paving and Facilities Upgrades project to FBi Contractors, Inc.?

Thanks,
Laurel Gibson

---------- Forwarded message ---------
From: **Laurel Gibson** <lgibson@msarch.net>
Date: Mon, Jun 15, 2026 at 10:14 AM
Subject: Re: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB
To: Boutchyard, James <jboutchyard@scda.sc.gov>
Cc: Burdett, Clint <cburdett@mmo.sc.gov>, Wood, Aaron <awood@scda.sc.gov>, Mark Cotterill <mark@grimballcotterill.com>, Betsy Kaemmerlen <betsy@grimball-cotterill.com>

Good Morning.

I'm hoping that J.F. Contractors, LLC did not submit an official Protest by their deadline on Friday. Please confirm this. I have the Agreement ready to send to FBi Construction, Inc. for their signature and would like to get it sent out today if possible.

FBi has confirmed that the Monday, June 29, 2026 date we have scheduled for the Pre-Construction Conference and Commencement of Construction is agreeable for them. Just need to set a time. Would 10:00am or 10:30am that day work for SCDA and PDSFM?

Thanks.
Laurel Gibson, CIT
for Grimball Cotterill Landscape Architects
Mobile: 803-603-6987

On Tue, Jun 9, 2026 at 3:51 PM Boutchyard, James <jboutchyard@scda.sc.gov> wrote:

I cannot make that time and I believe Laurel is out helping on the primary poles today. I do have just a couple minutes right now if you'd like to give me a call.

Thanks

James "Jay" Boutchyard
Procurement Director, Finance Department

South Carolina Department of Agriculture
1200 Senate Street | Wade Hampton Building, 5th Floor
Columbia, South Carolina 29201
Office: 803-734-2206 | Cell: 803-542-2822
jboutchyard@scda.sc.gov | agriculture.sc.gov | SCDA Facebook

From: Burdett, Clint <cburdett@mmo.sc.gov>
Sent: Tuesday, June 9, 2026 3:49 PM
To: Boutchyard, James <jboutchyard@scda.sc.gov>; Laurel Gibson <lgibson@msarch.net>; Wood, Aaron <awood@scda.sc.gov>
Cc: Mark Cotterill <mark@grimballcotterill.com>; Betsy Kaemmerlen <betsy@grimball-cotterill.com>
Subject: RE: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB

James
Can you all jump on a teams meeting real quick? 4pm?

Clint

Clint Burdett | AIA | Deputy to the State Engineer | Office of State Engineer
Division of Procurement Services | SC State Fiscal Accountability Authority
1333 Main Street, Suite 700 | Columbia, SC 29201 | Office: (803) 737-6598 | cburdett@mmo.sc.gov

---

From: Boutchyard, James <jboutchyard@scda.sc.gov>
Sent: Tuesday, June 9, 2026 3:00 PM
To: Laurel Gibson <lgibson@msarch.net>; Wood, Aaron <awood@scda.sc.gov>
Cc: Mark Cotterill <mark@grimballcotterill.com>; Betsy Kaemmerlen <betsy@grimball-cotterill.com>; Burdett, Clint <cburdett@mmo.sc.gov>
Subject: RE: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB

Good afternoon, Laurel.

Has this intent to protest been resolved? I understand their protest; however, the low bidder did verbally confirm receipt and understanding of the addendums and confirmed that they will stand by their price. Which is why I deemed them as the lowest responsive and responsible bidder for this project.

Thanks

James "Jay" Boutchyard
Procurement Director, Finance Department

South Carolina Department of Agriculture
1200 Senate Street | Wade Hampton Building, 5th Floor
Columbia, South Carolina 29201
Office: 803-734-2206 | Cell: 803-542-2822
jboutchyard@scda.sc.gov | agriculture.sc.gov | SCDA Facebook

From: Laurel Gibson <lgibson@msarch.net>
Sent: Thursday, June 4, 2026 4:59 PM
To: Boutchyard, James <jboutchyard@scda.sc.gov>; Wood, Aaron <awood@scda.sc.gov>
Cc: Mark Cotterill <mark@grimballcotterill.com>; Betsy Kaemmerlen <betsy@grimball-cotterill.com>; Burdett, Clint <cburdett@mmo.sc.gov>
Subject: [External] Fwd: Notice of Intent to Protest project #P16-9526-CB

To All.

See the attached Notice of Intent to Protest for Project #P16-9526-CB PDSFM Paving and Facilities Upgrades from JF Contractors, the other Bidder for the Project. The Intent to Protest is based on the fact that FBi Construction did not acknowledge both Addendum #1 and Addendum #2 on the SE-330 Bid Form as directed; they only acknowledged receipt of Addendum #1.

Per the Chapter 6 Procurement of Design-Bid-Build Construction Contractor Sealed Bidding in the 2023 Edition of the SCOSE Manual for Planning and Execution of State Permanent Improvements:

1.Per Article 6.1 Related Statutory Authority, Sub-paragraph 6.1.13 SC Code § 11-35-4210 permits the State Engineer to resolve protested construction solicitations and awards.

Article 6.10.4 Failure to Acknowledge Addenda states

"The Agency must reject a bid where the Bidder failed to acknowledge all addenda unless:
A. The bid received indicates in some way that the Bidder received the addendum(s), such as where the addendum(s) added another item to the solicitation and the Bidder submitted a bid on it, if the Bidder states under oath that it received the addendum(s) before bidding and that the Bidder will stand by its bid price; or
B. The addendum(s) has no effect on price or quantity or merely a trivial or negligble effect on quantity or delivery, and is not prejudicial to Bidders, such as an addendum(s) correcting a typographical mistake in the name of the governmental body."

In Article 6.10 Determination of Bidders' Responsiveness, neither Sub-paragraph 6.10.1 Bid Irregularities that Are Cause for Rejection nor Sub-paragraph 6.10.2 Minor Informalities that are NOT Cause for Rejection, list "failure to acknowledge receipt of Addendum" as a cause for either action. Under 6.10.2, Sub-sub-paragraph 6.10.2.13. states "Immaterial variations from the exact requirements of the bidding documents."

---------- Forwarded message ---------
From: **Jonathan McElveen** <jmcelveen@jfcontractors.com>
Date: Thu, Jun 4, 2026 at 1:05 PM
Subject: Notice of Intent to Protest project #P16-9526-CB
To: protest-ose@mmo.sc.gov <protest-ose@mmo.sc.gov>
Cc: Lea Thompson <lthompson@jfcontractors.com>, Laurel Gibson <lgibson@msarch.net>

To Whom it May Concern,
Please see attached Notice of Intent to Protest from JF Contactors LLC for the above referenced project.
Thanks,
Jonathan McElveen
JF Contractors LLC
119 S. Harvin St.
Sumter SC 29150

Exhibit C

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Construction

Ad Start Date: April 27, 2026

Agency/Owner: Department of Agriculture

Project Name: PDSFM - Paving and Facilities Upgrades

Project Number: P16-9526-CB

Construction Cost Range: $800,000 to $900,000

Project Location: Pee Dee State Farmers Market (PDSFM)

Description of Project/Services:
1.) Re-surfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewalk / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrances, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

Bid/Submittal Due Date & Time: May 26, 2026 - 2:00pm

Number of Bid/Submittal Copies: 1

Project Delivery Method: Design-Bid-Build

Agency Project Coordinator: James Boutchyard

Email: jboutchyard@scda.sc.gov

Telephone: (803) 734-2206

Documents May Be Obtained From: lgibson@msarch.net & mcotterill@grimballcotterill.com

Project Details: https://scbo.sc.gov/files/scbo/SE-310_P16-9526-CB_signed.pdf

STATE PROJECT NO: P16-9526-CB

PEE DEE STATE FARMERS MARKET
UPGRADES & IMPROVEMENTS

2513 WEST LUCAS STREET
FLORENCE, S.C. 29501

January 8, 2026

PROJECT OWNER

SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
1200 SENATE STREET
WADE HAMPTON BUILDING, 5TH FLOOR
COLUMBIA, SC 29201
803-734-2206 JAMES 'JAY' BOUTCHYARD

LOCATION MAP

GRAPHIC SCALE 1" = 200'
0' 200' 400' 600'

SHEET INDEX

L1.0 EXISTING CONDITIONS PLAN
X1.0 KEY PLAN & DEMOLITION PLAN
C1.0 PAVING PLAN
C1.1 PAVING PLAN
C1.2 PAVING PLAN
C2.0 STRIPING PLAN
C2.1 STRIPING PLAN
C2.2 STRIPING PLAN
C3.0 GENERAL PROJECT NOTES
C3.1 GENERAL PROJECT DETAILS

A1.0 RED BARN RENOVATIONS - PLANS
A1.1 VISITOR CENTER RENOVATIONS
A2.0 RED BARN RENOVATIONS - SECTION & DETAILS

M1.0 MECHANICAL FLOOR PLAN, SCHEDULE & DETAILS
M2.0 MECHANICAL SPECIFICATIONS

P1.0 VISITOR CENTER PLUMBING FLOOR PLANS
P2.0 VISITOR CENTER PLUMBING SPECIFICATION

E001 ELECTRICAL NOTES, SCHEDULES AND DETAILS - 1
E002 ELECTRICAL NOTES, SCHEDULES AND DETAILS - 2
ED01 RED BARN ELECTRICAL DEMOLITION PLAN
E100 RED BARN ELECTRICAL/LIGHTING PLAN - NEW WORK
E102 VISITOR CENTER ELECTRICAL PLANS

LANDSCAPE ARCHITECT

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS
600 BELTLINE BLVD.
COLUMBIA, SC 29205
803-738-9525 MARK COTTERILL

CIVIL ENGINEER
Chao & Associates, Inc.
7 Clusters Court
Columbia, SC 29210
803-772-8420

ARCHITECT
Deborah A. Snow Architect
2210 Devine Street
Columbia, SC 29205
803-603-3854

MECHANICAL/PLUMBING/HVAC
MECA, Inc.
2330 Main Street, Ste. 200
Columbia, SC 29201
803-765-9421

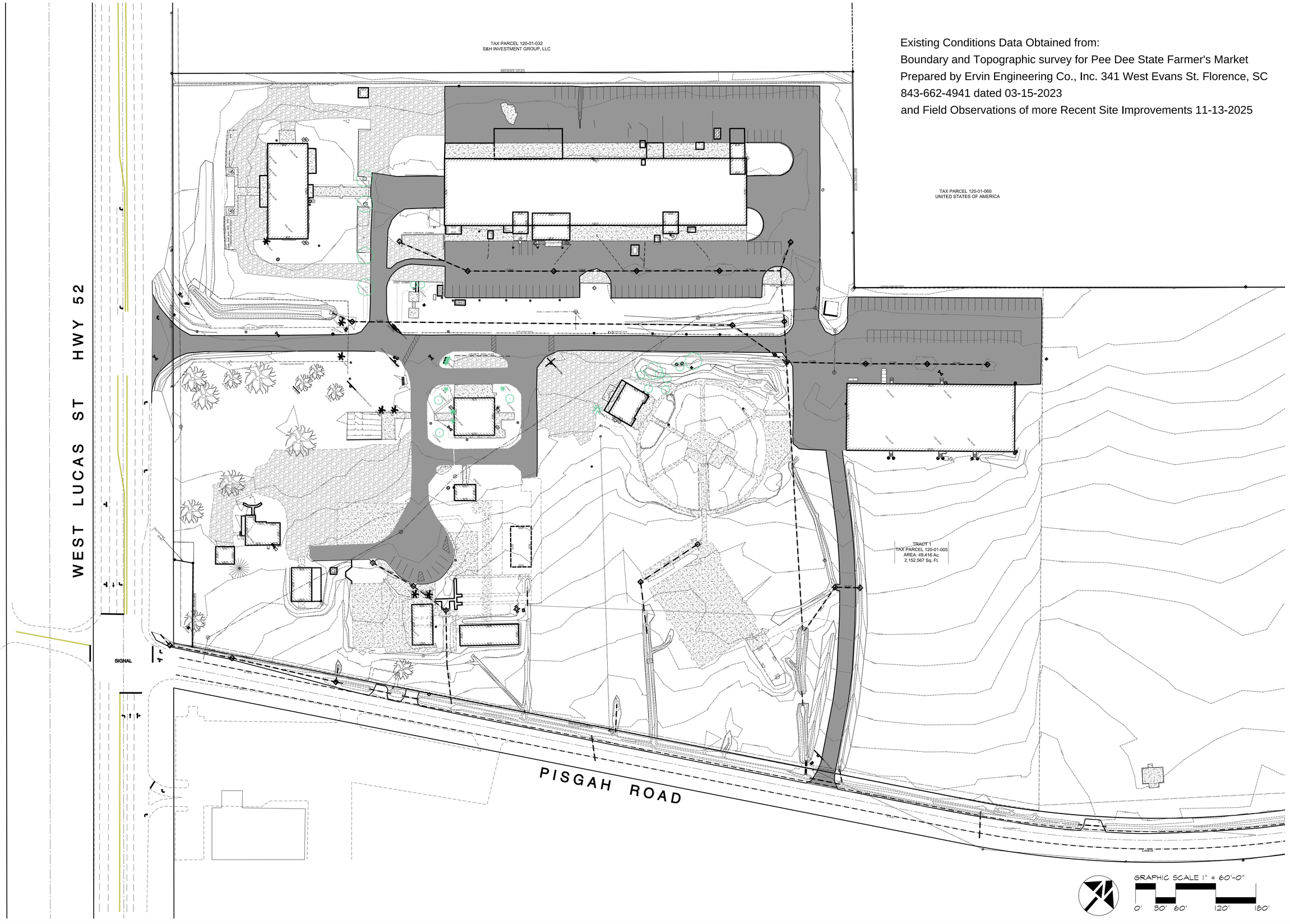
ELECTRICAL ENGINEER
GWA, Inc.
168 Laurelhurst Avenue
Columbia, SC 29210
803-252-6919

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

SOUTH CAROLINA GRIMBALL COTTERILL & ASSOCIATES No.049 CERTIFICATE OF AUTHORIZATION

STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No.470 MARK COTTERILL

Jan 12, 2026 - 11:39am \\PALMETTO\Grimcott\Active Projects on Maple\N-S Projects\Pee Dee State farmers Market RV Park\Phase II\PeeDee Farmers Market.dwg.



Existing Conditions Data Obtained from:
Boundary and Topographic survey for Pee Dee State Farmer's Market
Prepared by Ervin Engineering Co., Inc. 341 West Evans St. Florence, SC
843-662-4941 dated 03-15-2023
and Field Observations of more Recent Site Improvements 11-13-2025

Revisions	Date

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
GRIMBALL COTTERILL & ASSOCIATES No.049

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-4526-CB

EXISTING CONDITIONS PLAN

GRIMBALL & ASSOCIATES COTTERILL
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Drawn by:	BAK
Checked by:	TMC
Date:	1.08.2026
Drawing No.	L1.0

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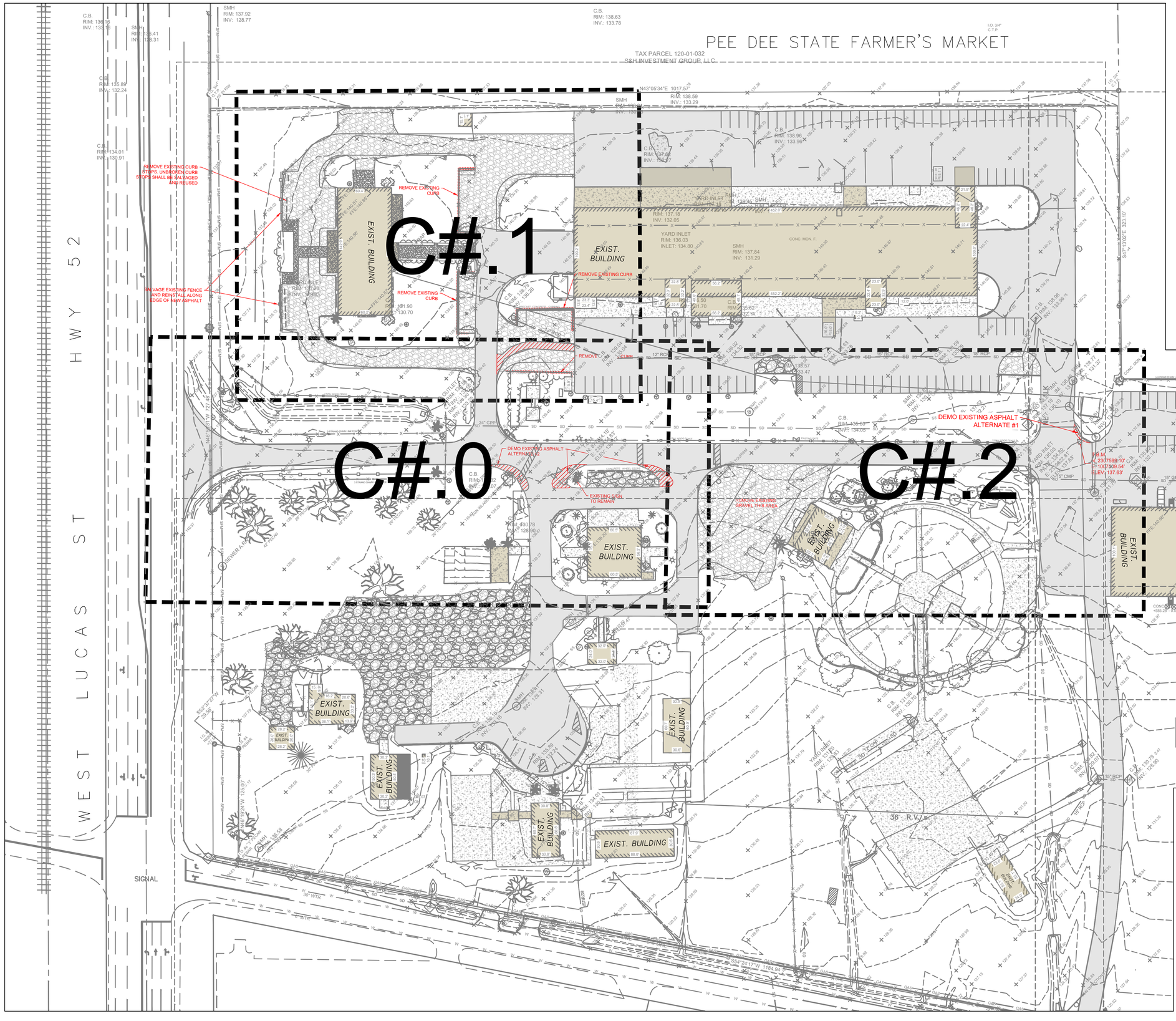

GRAPHIC SCALE 1" = 50'-0"

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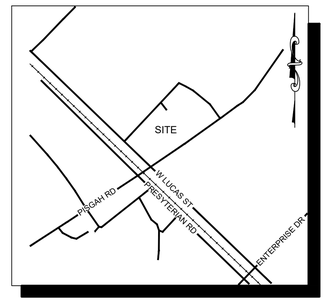
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT LOCATION MAP SCALE: NTS



Revisions	Date

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
GRIMBALL COTTERILL & ASSOCIATES No.049

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-4526-CB

KEY PLAN & DEMOLITION PLAN

GRIMBALL & ASSOCIATES COTTERILL
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CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
CHAO & ASSOCIATES No. C00357
CERTIFICATE OF AUTHORIZATION

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

REGISTERED PROFESSIONAL ENGINEER
No. 21628
01-08-2026

REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
2. FLORENCE COUNTY - TMS: 00120-01-005

Drawn by:	EYC
Checked by:	GAL
Date:	1.08.2026
Drawing No.	X1.0

Jan 12, 2026 - 2:15pm C:\Users\gerald\appdata\local\temp\AcPublish_19048\587973B.dwg

SITE LEGEND

PROPOSED MILL TO TIE TO EXISTING

PROPOSED LIGHT DUTY ASPHALT PAVEMENT

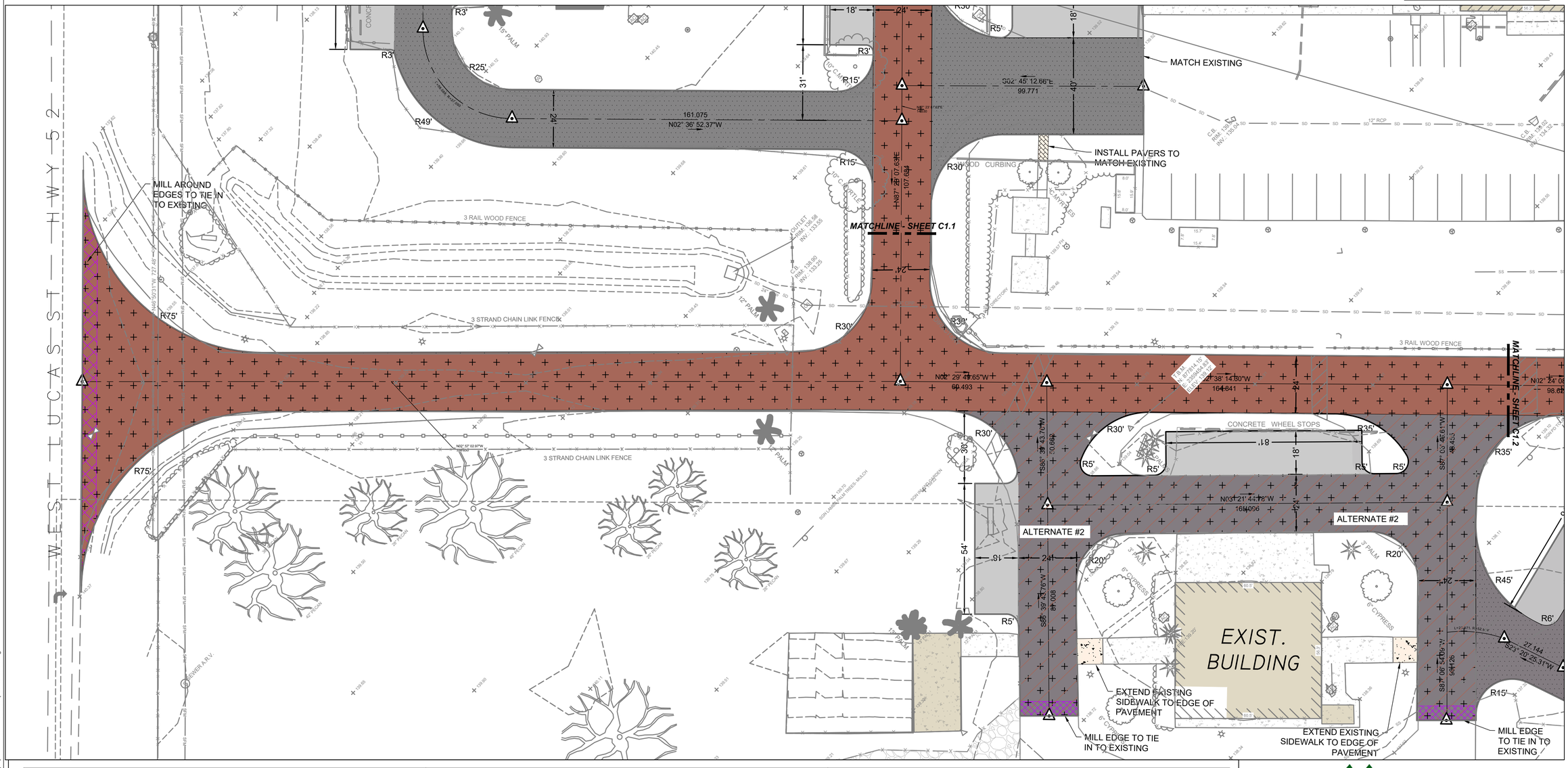
PROPOSED HEAVY DUTY ASPHALT PAVEMENT

PROPOSED ASPHALT OVERLAY

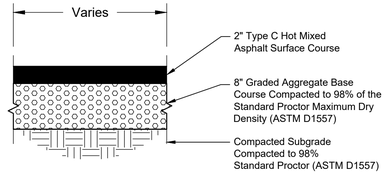
GRAPHIC SCALE 1" = 20'-0"

0' 10' 20' 40' 80'

PRELIMINARY
NOT FOR CONSTRUCTION



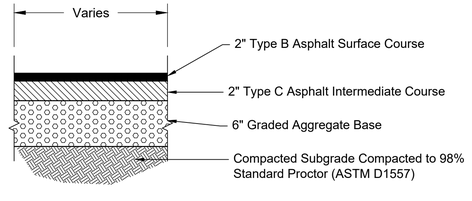
LIGHT DUTY ASPHALT DETAIL (NOT TO SCALE)



Notes:

1. Section based on SCDOT Guidelines for Asphalt Pavement Design for Driveways and Turning Lanes.
2. Alternative section prepared by geotechnical engineer must be submitted for approval.

HEAVY DUTY ASPHALT DETAIL (NOT TO SCALE)



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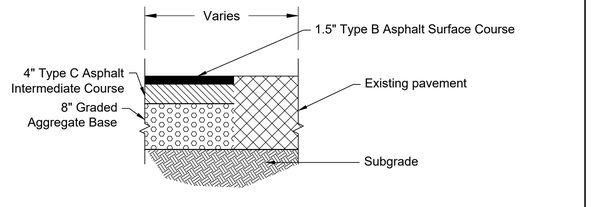
MATCH TO EXISTING DETAIL (NOT TO SCALE)



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2. FLORENCE COUNTY - TMS: 00120-01-005

Revisions	Date

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Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

PAVING PLAN

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
GRIMBALL COTTERILL & ASSOCIATES No.049

CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

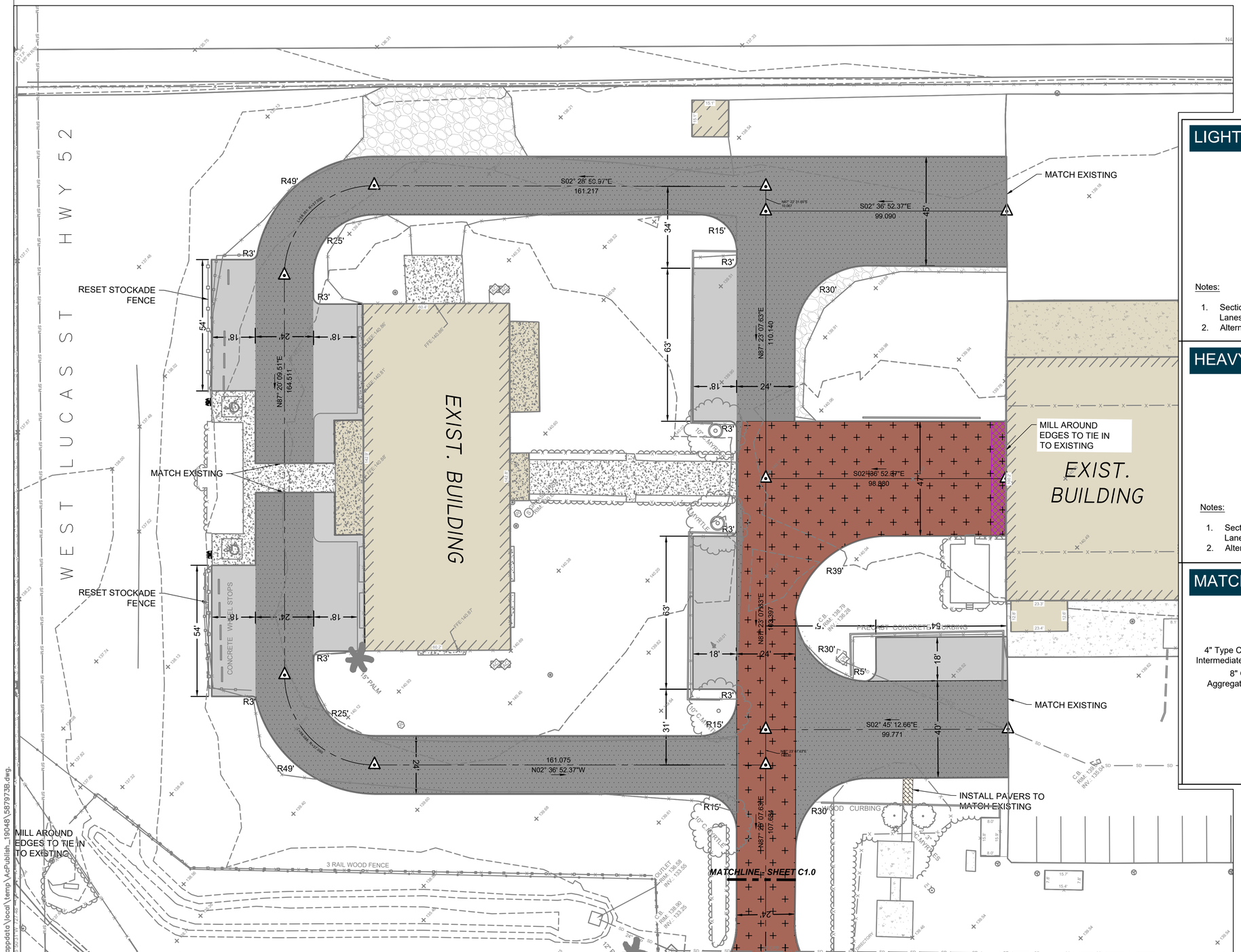
Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

NORTH CAROLINA CERTIFICATE OF AUTHORIZATION CHAO & ASSOCIATES No. C00357

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 21628 CHRISTOPHER A. CHAO, P.E.
01-08-2026

Drawn by:	EYC
Checked by:	GAL
Date:	1.08.2026
Drawing No.	C1.0

Jan 12, 2026 - 2:15pm C:\Users\gerald\appdata\local\temp\AcPublish_19048\587973B.dwg



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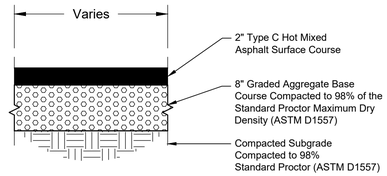
PRELIMINARY
NOT FOR CONSTRUCTION

LIGHT DUTY ASPHALT DETAIL (NOT TO SCALE)



Notes:

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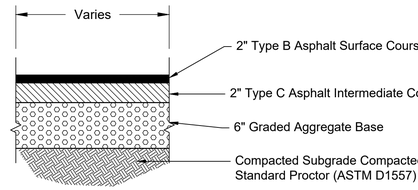

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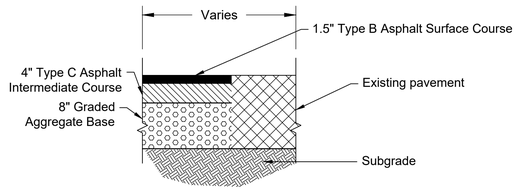

SITE LEGEND

- PROPOSED MILL TO TIE TO EXISTING
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED ASPHALT OVERLAY

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Revisions	Date

GRIMBALL COTTERILL & ASSOCIATES No.049 SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
PAVING PLAN

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

SOUTH CAROLINA CHAO & ASSOCIATES No. C00357 CERTIFICATE OF AUTHORIZATION

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 21628 GARY A. LEE
01-08-2026

Drawn by:	EYC
Checked by:	GAL
Date:	1.08.2026
Drawing No.	C1.1

Jan 12, 2026 - 2:15pm C:\Users\gerald\appdata\local\temp\AcPublish_19048\587973B.dwg

SITE LEGEND

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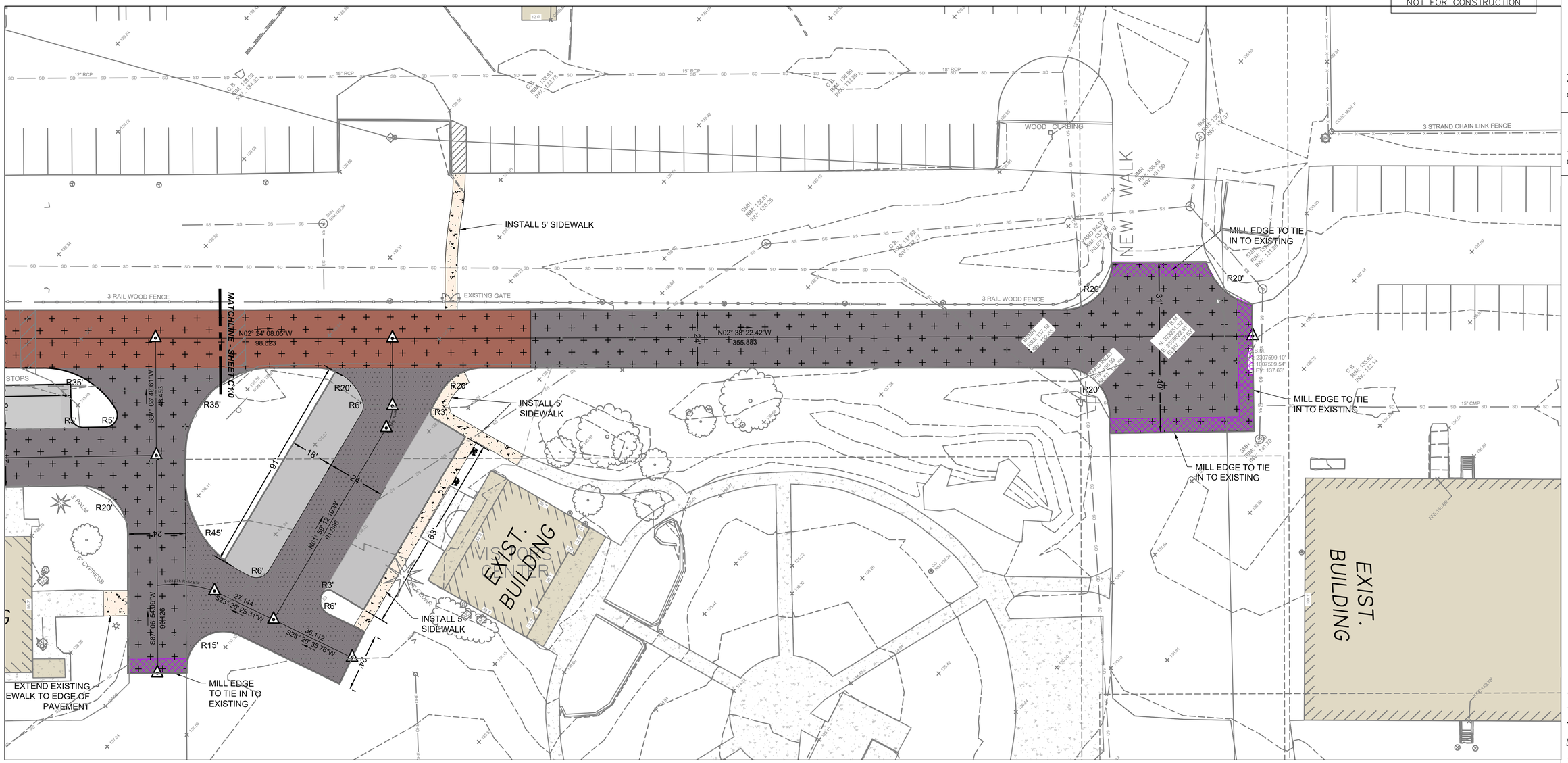
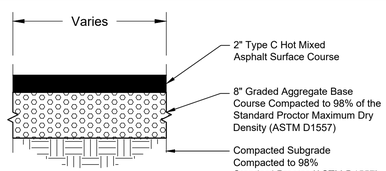


LIGHT DUTY ASPHALT DETAIL (NOT TO SCALE)



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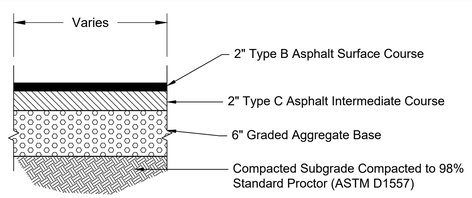

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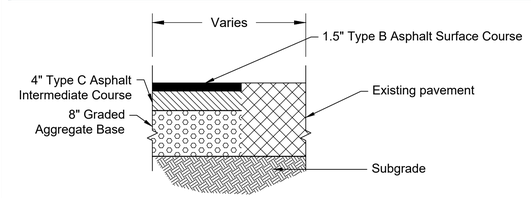
2. Alternative section prepared by geotechnical engineer must be submitted for approval.

MATCH TO EXISTING DETAIL (NOT TO SCALE)



REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
2. FLORENCE COUNTY - TMS: 00120-01-005

CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
SOUTH CAROLINA CHAO & ASSOCIATES No. C00357 CERTIFICATE OF AUTHORIZATION

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 21628 Matthew A. Chao
01-08-2026

Revisions	Date

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

PAVING PLAN

SOUTH CAROLINA GRIMBALL COTTERILL & ASSOCIATES No.049 CERTIFICATE OF AUTHORIZATION

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NOT FOR CONSTRUCTION

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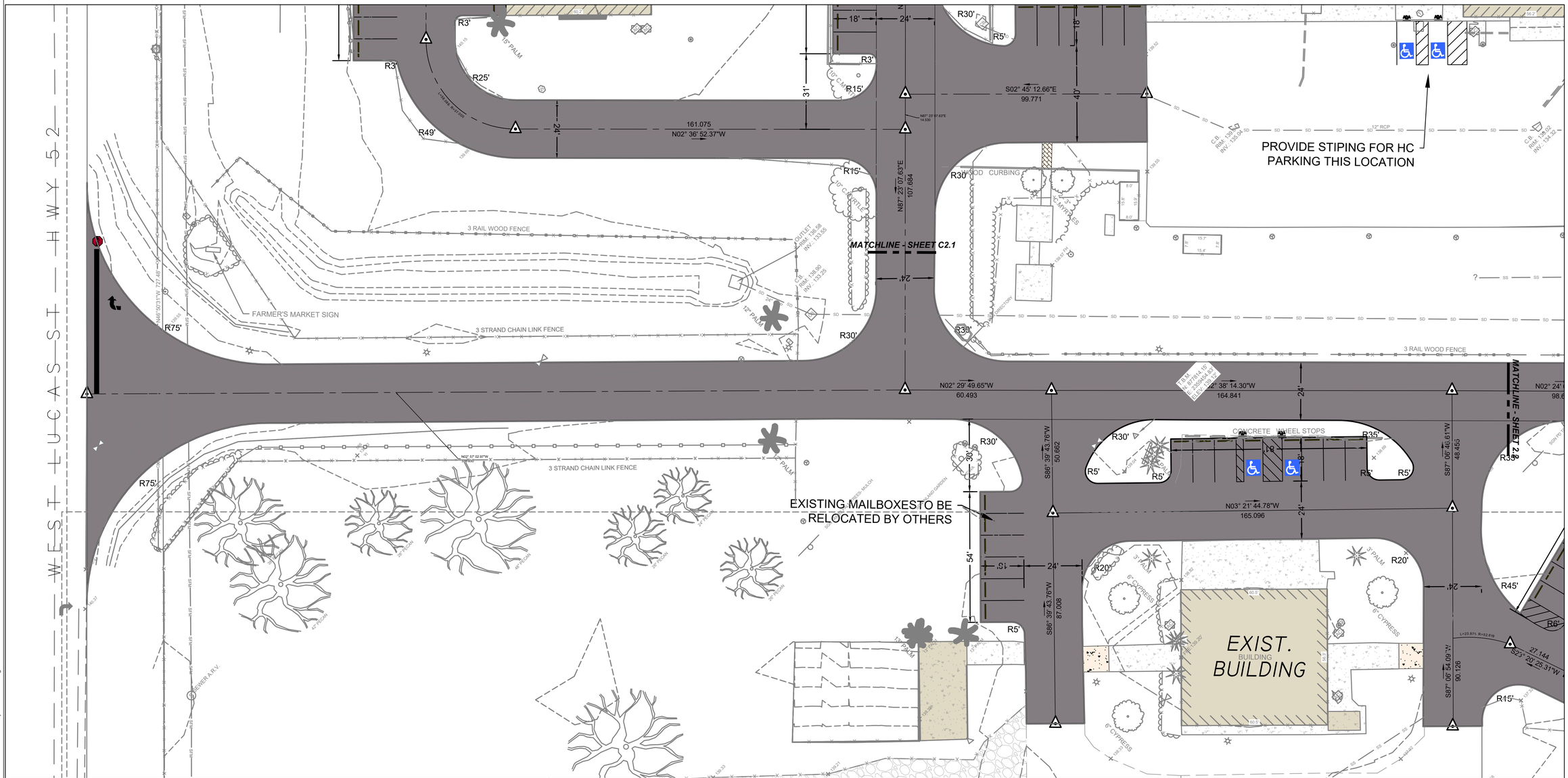

Revisions	Date

GRIMBALL COTTERILL & ASSOCIATES No.049
SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

STRIPING PLAN

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CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION CHAO & ASSOCIATES No. C00357

REGISTERED PROFESSIONAL ENGINEER No. 21628 01-08-2026

REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
2. FLORENCE COUNTY - TMS: 00120-01-005

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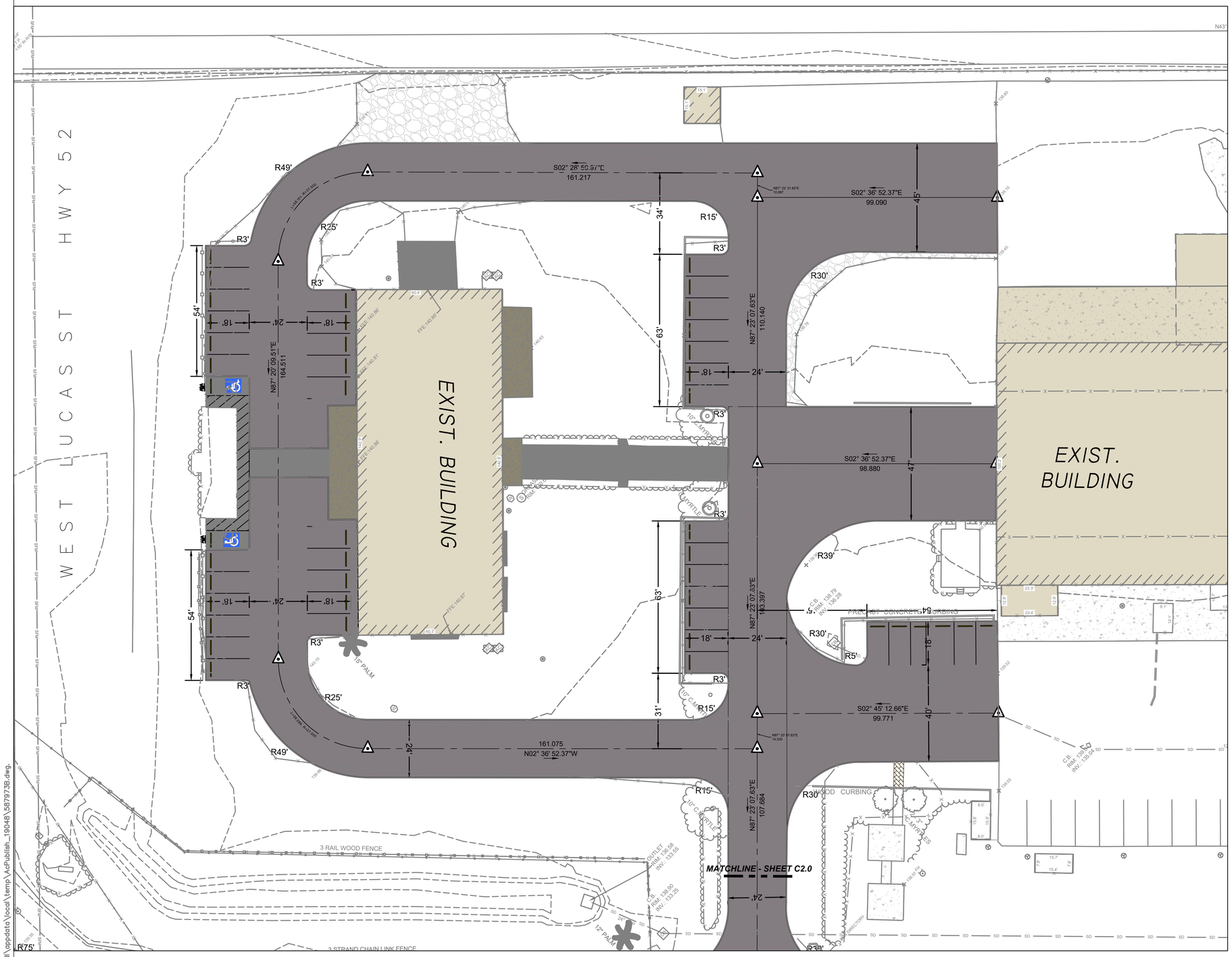

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0' 10' 20' 40' 80'

PRELIMINARY
NOT FOR CONSTRUCTION

Date	Revisions

GRIMBALL COTTERILL & ASSOCIATES No.049
SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

STRIPING PLAN

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SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION CHAO & ASSOCIATES No. C00357

REGISTERED PROFESSIONAL ENGINEER SOUTH CAROLINA No. 21629 CHRISTOPHER A. BELTON
01-08-2026

REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
2. FLORENCE COUNTY - TMS: 00120-01-005

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PRELIMINARY

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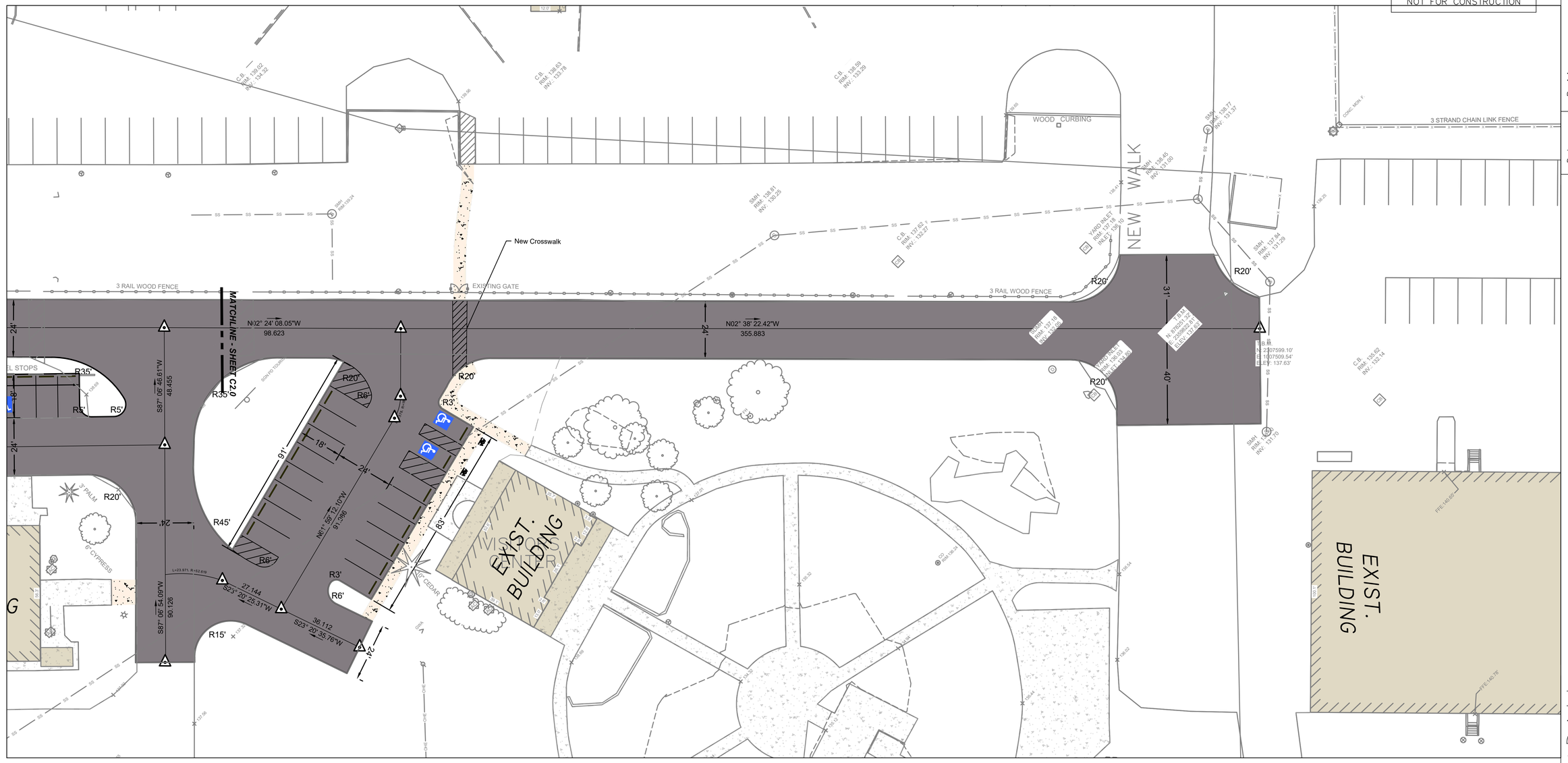

Revisions	Date

GRIMBALL COTTERILL & ASSOCIATES No.049 SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

Pee Dee State Farmers Market - Upgrades & Improvements

2513 N. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

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SOUTH CAROLINA CHAO & ASSOCIATES No. C00357 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 21626 ERIC Y. CHAO

01-08-2026

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REFERENCES

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GENERAL PROJECT NOTES

SCDES STANDARD NPDES NOTES

1. If necessary, slopes, which exceed eight (8) vertical feet should be stabilized with synthetic or vegetative mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
2. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after work has ceased, except as stated below.
   - Where stabilization by the 14 th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable.
   - Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
3. All sediment and erosion control devices shall be inspected once every calendar week. If periodic inspection or other information indicates that a BMP has been inappropriately, or incorrectly, the Permittee must address the necessary replacement or modification required to correct the BMP within 48 hours of identification.
4. Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation. Fill, cover, and temporary seeding at the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove sediment before being pumped back into any waters of the State.
5. All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.
6. The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/soil from pavement, as may be required.
7. Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Individual property owners shall follow these plans during construction or obtain approval of an individual plan in accordance with S.C Reg. 72-300 et seq. and SCR100000.
8. Temporary diversion berms and/or ditches will be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.
9. All waters of the State (WoS), including wetlands, are to be flagged or otherwise clearly marked in the field. A double row of silt fence is to be installed in all areas where a 50-foot buffer can't be maintained between the disturbed area and all WoS. A 10-foot buffer should be maintained between the last row of silt fence and all WoS.
10. Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
11. A copy of the SWPPP, inspections records, and rainfall data must be retained at the construction site or a nearby location easily accessible during normal business hours, from the date of commencement of construction activities to the date that final stabilization is reached.
12. Initiate stabilization measures on any exposed steep slope (3H:1V or greater) where land-disturbing activities have permanently or temporarily ceased, and will not resume for a period of 7 calendar days.
13. Minimize soil compaction and, unless infeasible, preserve topsoil.
14. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
15. Minimize the discharge of pollutants from dewatering of trenches and excavated areas. These discharges are to be routed through appropriate BMPs (sediment basin, filter bag, etc.).
16. The following discharges from sites are prohibited:
   - Wastewater from washout of concrete, unless managed by an appropriate control
   - Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials
   - Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance
   - Soaps or solvents used in vehicle and equipment washing.
17. After construction activities begin, inspections must be conducted at a minimum of at least once every calendar week and must be conducted until final stabilization is reached on all areas of the construction site.
18. If existing BMPs need to be modified or if additional BMPs are necessary to comply with the requirements of this permit and/or SC's Water Quality Standards, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as reasonably possible.
19. A Pre-Construction Conference must be held for each construction site with an approved On-Site SWPPP prior to the implementation of construction activities. For non-linear projects that disturb 10 acres or more this conference must be held on-site unless the Department has approved otherwise.

NPDES COMPLIANCE

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19. A Pre-Construction Conference must be held for each construction site with an approved On-Site SWPPP prior to the implementation of construction activities. For non-linear projects that disturb 10 acres or more this conference must be held on-site unless the Department has approved otherwise.

CONSTRUCTION SEQUENCE

Construction Sequence:

1. Receive NPDES coverage from SCDES and approval letter from Florence County.
2. Conduct a pre-construction meeting with Florence County & SCDES representatives.
3. Notify Florence County at least 48 hours before construction begins
4. Notify SCDES EQC regional office at least 48 hours before land-disturbing activities.
5. Contractor to install temporary sediment and erosion control measures, as necessary.
6. Contractor to mill, traffic control and asphalt overlay within SCDOT ROW following SCDOT specifications.
7. Contractor to mill, asphlat overlay, or built asphalt accordingly per drawing.
8. Final inspection by Florence County & SCDES before removing temporary erosion controls.
9. Removal of temporary sediment and erosion control measures after entire area draining to the structure is finally stabilized.
10. Provide asbuilt survey drawing signed by professional land surveyor to engineer for Notice of Termination (NOT) and closeout submittal.
11. Correct any deficiencies per the Richland County final inspection report.
12. Submit Notice of Termination (NOT) to SCDES once final stabilization is complete

* Vertical construction of buildings to continue during the remaining construction activities.

APPLICANT'S CERTIFICATION

REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
2. FLORENCE COUNTY - TMS: 00120-01-005

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SOUTH CAROLINA — CHAO & ASSOCIATES No. C00357 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 21628 — CHRISTOPHER A. LEE

01-08-2026

Revisions	Date

SOUTH CAROLINA — GRIMBALL COTTERILL & ASSOCIATES No.049 — CERTIFICATE OF AUTHORIZATION

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

GENERAL PROJECT NOTES

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
6000 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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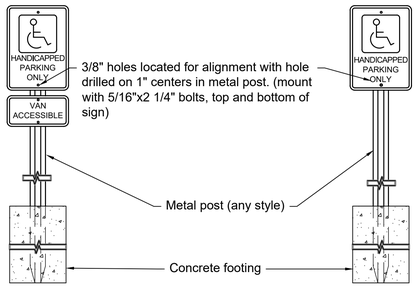
GENERAL PROJECT DETAILS

HANDICAP SIGN DETAIL (NOT TO SCALE)

502.6 identification. Parking space identification signs shall include the international symbol of accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "VAN ACCESSIBLE." signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

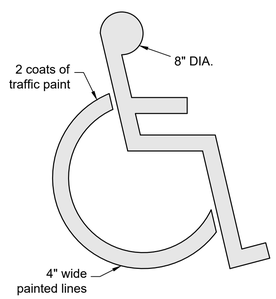
Metal Post



Van Accessible Sign Automobile Sign

Notes:
1. Metal post to be galvanized. All bolts, nuts, washers and screws must be rustproof. (post may be any style.)
2. Concrete for footing shall be of portland cement and have a minimum compressive strength of 3,000 P.S.I.
3. Signs will be fabricated by using a reflecting coating in the symbol, message and borders applied to a sheet aluminum backing (0.80) in thickness.
4. Message lettering shall be upper case (white, series b) 2" high in accordance with manual on uniform traffic control devices.
5. The symbol is composed of two elements; a white wheelchair figure (which should always face right) on a square background, international blue in color (Fed. Std. 595A, color #15180).
6. Sign post shall be minimum of 2'-0" clear from back of sidewalk, except where otherwise shown. See plans for location of signs.

ADA PARKING SYMBOL DETAIL (NOT TO SCALE)



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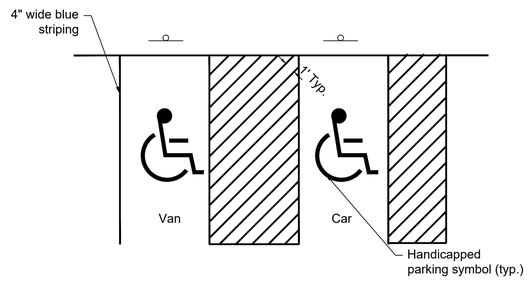
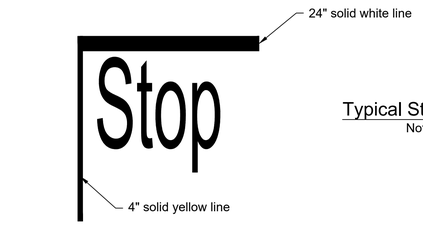
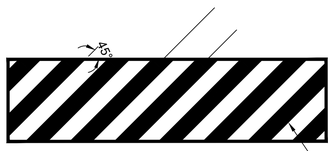


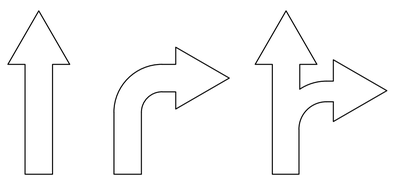
PAVEMENT MARKING DETAIL (NOT TO SCALE)



Typical Stop Line Detail
Not to Scale

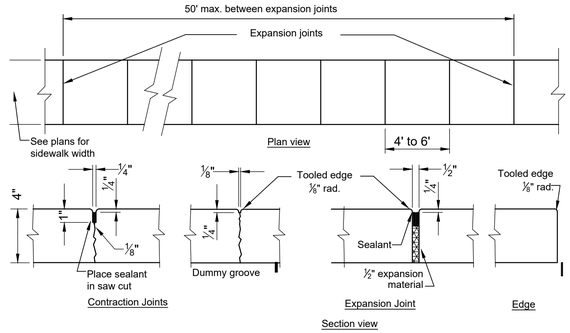


Crosswalk Marking
Not to Scale

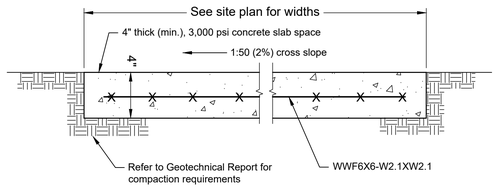


Typical Pavement Directional Arrows
Not to Scale

SIDEWALK DETAIL (NOT TO SCALE)



CONCRETE SIDEWALK DETAIL (NOT TO SCALE)



Notes:
1. The cross slope of sidewalk shall not exceed 2%.
2. The longitudinal slope of sidewalk shall not exceed 5%.

REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
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01-08-2026

Revisions	Date

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION GRIMBALL COTTERILL & ASSOCIATES No.049

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501
PROJECT: P16-9526-CB

GENERAL PROJECT DETAILS

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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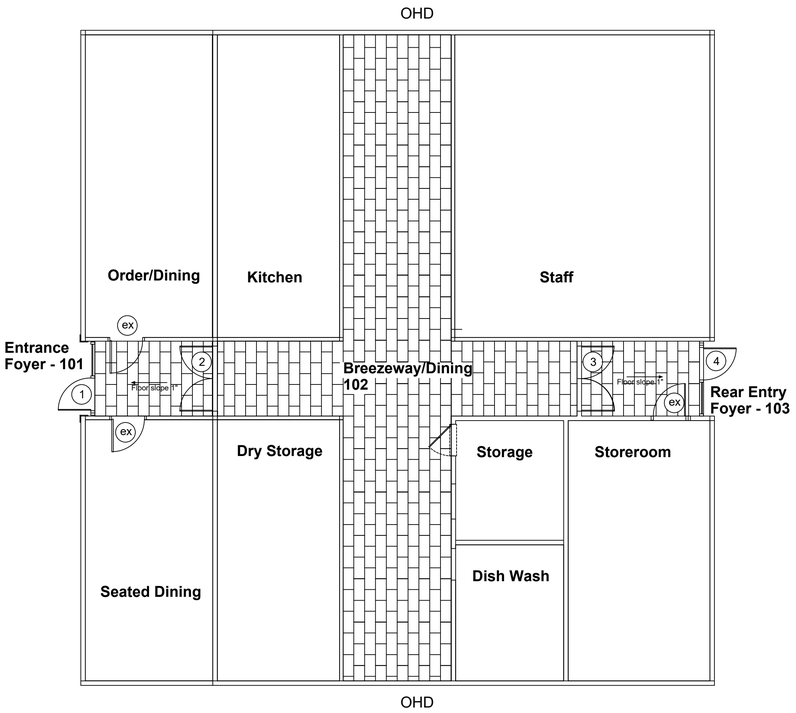
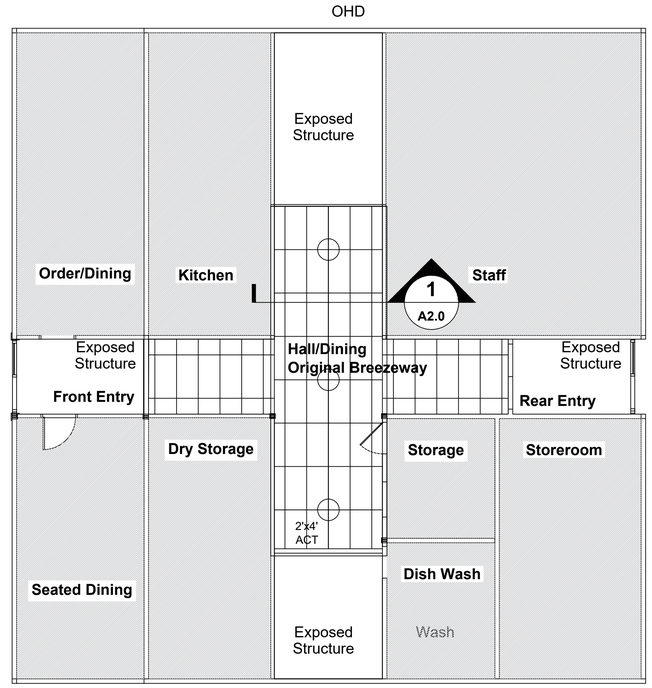


1 a1.0 Red Barn Flooring and Notes

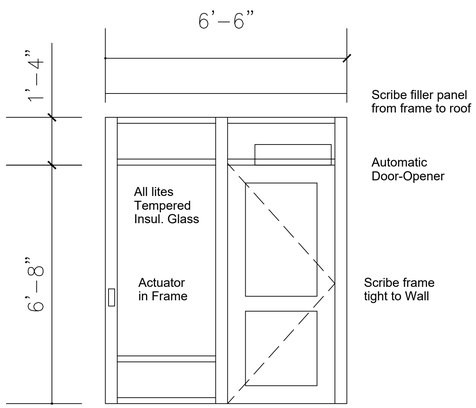
Scale: 1/4" = 1' - 0"



Verify all Barn Measurements On-Site

2 a1.0 Red Barn Reflected Ceiling and Notes

Scale: 1/4" = 1' - 0"



3 a1.0 New Storefront and Notes

Scale: 1/2" = 1' - 0"

Finish Schedule - Red Barn

RM. #	Room Name	Floor	Base	Wall Material & Finish (Plan North)				Ceiling Mat'l	Height	Remarks
				North	East	South	West			
101	Entrance Foyer	Tile - Replace Level substrate	10" Wood Paint	Clean wood siding	Clean door to 102	Clean wood siding	New storefront	Exposed structure	varies	Replace floor tile with new VCT Level substrate, Retain slope
102	Breezeway/Dining	Tile - Replace Level subfloor	10" Wood Paint	Existing OHD and Wood Barn Siding	Wood Barn Siding Clean	Existing OHD and Wood Barn Siding	Wood Barn Siding Clean	Install new ACT #1	8'-0"/16'-6"	Replace floor tile with new VCT Level substrate, install new tile
103	Rear Entry	Tile - replace Level subfloor	10" Wood Paint	Wood Barn Siding	Wood Barn Siding Clean	Existing OHD and Wood Barn Siding	Wood Barn Siding Clean	Exposed structure	varies	Replace floor tile with new VCT Level substrate, Retain slope

Door Schedule - Red Barn

DR. #	Location	Door	Frame	Hardware				Size	Remarks/Notes
				Sill	Head	Jamb	Other		
1	Entrance Foyer	Storefront/Entry New HC w/auto	Storefront Thermal break	H/C Threshold --	Storefront Thermal Break	Storefront Thermal break	Infill above Head Scribe to walls	6'-8" x 3'-0" x 2" + Sidelite	H/C Threshold Thermal break aluminum storefront Provide automatic opener w/actuator in frame
2	Breezeway	Existing Clean / service	Existing Paint	Flush	Existing Clean	Existing Clean	Existing Clean	Existing --	Flush Threshold ---
3	Breezeway	Existing Clean/Service	Existing Paint	Flush Cean	Existing Clean	Existing Clean	Existing Clean	Existing ---	FlushThreshold ---
4	Rear Entry	Storefront/Entry New	Storefront Thermal break	H/C Threshold --	Storefront Thermal Break	Storefront Thermal break	Infill above Head Scribe to walls	6'-8" x 3'-0" x 2" + Sidelite	H/C Threshold Thermal break aluminum storefront

4 a1.0 Finish & Door Schedules

Scale: 1/4" = 1' - 0"

2023 Edition

TABLE 3E CODE INFORMATION FOR ADDITIONS, ALTERATIONS, OR CHANGE OF OCCUPANCY TO AN EXISTING STRUCTURE

TYPE OF PROJECT:

☒ Alteration (IEBC Chaps. 7, 8 & 9) ☐ Addition (IEBC Chap. 11) ☐ Change of Occupancy (IEBC Chap. 10)

METHOD OF COMPLIANCE:

(Check only one Option and all items that apply under that Option.)

☐ **Option 1: Prescriptive Compliance Method (IEBC Chapter 5)**

☒ **Option 2: Work Area Compliance Method (IEBC Chaps. 6-12)**

- ☒ Alteration Level 1, minor including reroofing (IEBC Chap. 7)
- ☐ Alteration Level 2, reconfigurations of space (IEBC Chap. 8)
- ☐ Alteration Level 3, work area exceeds 50% (IEBC Chap. 9)

Aggregate area of building: 3,517 SF

Work area: 896 SF

☐ **Option 3: Performance Compliance Method (IEBC Chap. 13)**

CONSTRUCTION CLASSIFICATION (IBC 602) Type: A-2 Assembly

Change of Occupancy:	☐ Yes	☒ No
Existing Occupancy Classification(s):		
New Occupancy Classification(s):		
Original Building Code and Edition Applicable at time of Construction: Pre-code		
Provisions for Accessibility Required (IEBC 306)?	☒ Yes	☐ No
Existing Sprinkler System?	☐ Yes	☒ No
Existing Fire Alarm System?	☒ Manual	☐ Auto
Seismic Evaluation Required?	☐ Yes	☒ No
Major Facility Project? (See §48-52-810(10)(a))	☐ Yes	☒ No
Historic Building (IEBC Chapter 12):	☐ Yes	☒ No

☐ Preservation ☐ Rehabilitation ☐ Restoration ☐ Reconstruction

STATE OF SOUTH CAROLINA REGISTERED ARCHITECT
DEBORAH A. SNOW COLUMBIA, SC 2581
DASnow

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dasnow@msarch.net

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
RED BARN RENOVATIONS– PLANS

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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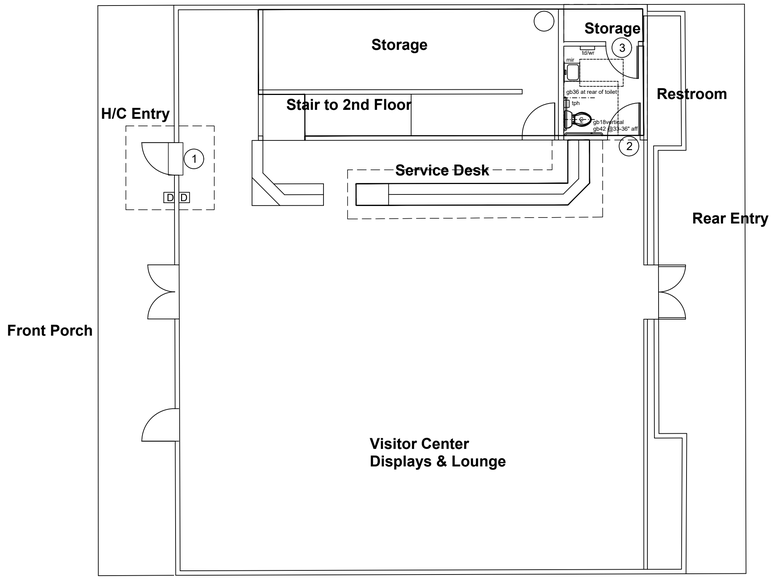

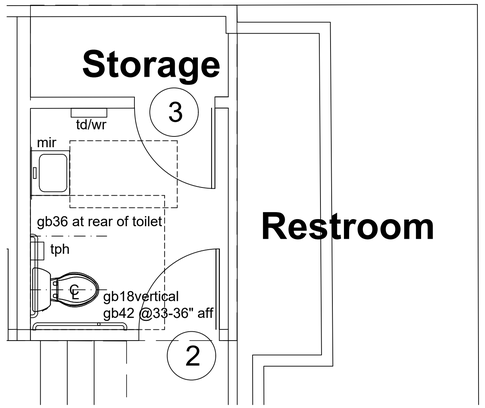

1 / A1.1 Visitor Center Renovation Plan and Notes

Scale: 1/4" = 1' - 0"

North

(A) **At Existing Storage Area**
Inspect all GWB walls, Patch holes
Paint walls & ceiling
Examine walls, ceiling, floor for pest infestation.
Install 6" vinyl base on GWB walls make tight to wall.
Match existing wood base on wood panel walls.
All walls to be patched
Finish any incomplete walls and door casings.

(B) **Storage at Restroom**
Finish walls in new Storage Area
Patch walls to deter pest/animal intrusion
Install 6" vinyl base
Complete stud and GWB wall
Install new 3'-0" x 6'-8" door and frame (match casings)
Provide storage lockset hardware at door.

(C) **At Restroom**
Renovate to approximate accessibility
Remove toilet and lavatory/cabinet
Patch walls behind fixtures
Provide new "comfort height" toilet, seat and fittings
Inspect and patch all walls
Install grab bars at toilet (rear, side, vertical)
Install new vinyl flooring and 6" vinyl base
Install new toilet accessories
Provide new lighting and exhaust unit

(D) **At Service Desk**
Shift counter and casework by 12" towards front entry to provide more clearance at restroom door for ADA clearance
Remove the same amount of the low-height cabinetry at end cap.

(E) **Accessible Entrance**
Remove threshold and replace with new accessible threshold coordinated for automatic entry
Install automatic door opener
Door actuator on interior and exterior of wall, latch side
Replace hardware for automatic door opener

Finish Schedule - Visitor Center

RM. #	Room Name	Floor	Base	Wall Material & Finish (Plan North)				Ceiling Mat'l	Height	Remarks/Notes
				North	East	South	West			
101	ADA Entrance	No change	No change	No change	No change	No change	No change			Verify adjustable threshold provides smooth floor surface transisition.
102	Service Desk	No change	No change	GWB Existing	Exposed Wood Interior	Exposed Wood Interior	Exposed Wood Interior		8'-0"	Patch flooring if necessary whwere carework is shifted. Repair/repaint wall where casework is shifted.
103	Existing Storage	Floor Tile Clean	Stained wood & 6" vinyl	GWB PAINT	GWB PAINT	GWB PAINT	GWB PAINT	GWB	8'-0"	For Floor and all walls, close holes, cracks, crevices that may allow insects, pests or vermin into the building. Secure all surfaces.
104	ADA Restroom	LVT Replace	6" Vinyl	FRP	FRP	FRP	FRP	No change	8'-0"	Match existing LVT in restroom FRP texture selected by Owner. Provide all trims.
105	Restroom Storage	LVT Replace	6" Vinyl	GWB PAINT	GWB PAINT	GWB PAINT	GWB PAINT	GWB	8'-0"	Construct new stud wall and provide SCW door to enclose storage. Provide storeroom lockset.

Door Schedule - Visitor Center

DR. #	Location	Door	Frame	Hardware				Size	Remarks/Notes
				Sill	Head	Jamb	Other		
1	ADA Entrance	Refit Wood Door For Auto Opener	Existing wood Thermal break	Add Automatic Door Threshold	Adjust for Auto Opening	Existing Adjust	Adjust for new Auto door opener	6'-8" x 3'-0" x 1.75"	Provide saddle threshold to meet ADA requirements Provide Stanley Automatic Swing Door Opener/Change out hardware, BB hinges Push button actuators each side of door
2	Restroom	Existing Clean / Service	Existing Paint	Flush Level for ADA Access	Existing Clean & Paint	Existing Clean and Paint		Existing 6'-8" x 3'-0" x 1.375"	Flush threshold ---
3	Restroom Storage	New SCW Paint	Wood Paint	Flush level	Wood Trim Paint	Wood jamb Match head		6'-8" x 3'-0" x 1.375" ---	Provide storeroom hardware for new door. ---

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☒ **Option 2: Work Area Compliance Method (IEBC Chaps. 6-12)**
☒ Alteration Level 1, minor including reroofing (IEBC Chap. 7)
☐ Alteration Level 2, reconfigurations of space (IEBC Chap. 8)
☐ Alteration Level 3, work area exceeds 50% (IEBC Chap. 9)
Aggregate area of building: 2,405 SF
Work area: 408 SF

☐ **Option 3: Performance Compliance Method (IEBC Chap. 13)**

CONSTRUCTION CLASSIFICATION (IBC 602) Type: B - Business

Change of Occupancy:	☐ Yes	☒ No
Existing Occupancy Classification(s):		
New Occupancy Classification(s):		
Original Building Code and Edition Applicable at time of Construction: 1990?		
Provisions for Accessibility Required (IEBC 306)?	☒ Yes	☐ No
Existing Sprinkler System?	☐ Yes	☒ No
Existing Fire Alarm System?	☒ Manual	☐ Auto
Seismic Evaluation Required?	☐ Yes	☒ No
Major Facility Project? (See §48-52-810(10)(a))	☐ Yes	☒ No
Historic Building (IEBC Chapter 12):	☐ Yes	☒ No

☐ Preservation ☐ Rehabilitation ☐ Restoration ☐ Reconstruction

STATE OF SOUTH CAROLINA
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Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501
VISITOR CENTER RENOVATIONS Project # P16-9526-CB

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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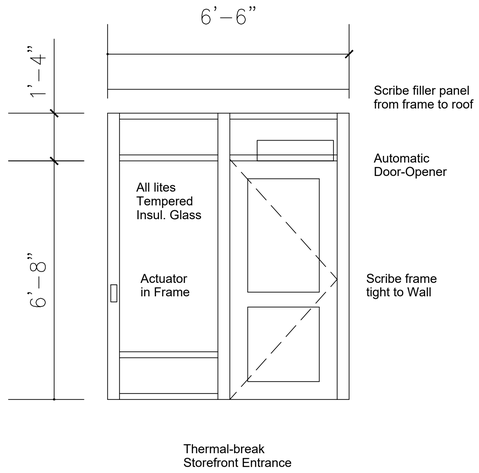


Thermal-break
Storefront Entrance

3 / a2.0 New Storefront and Notes

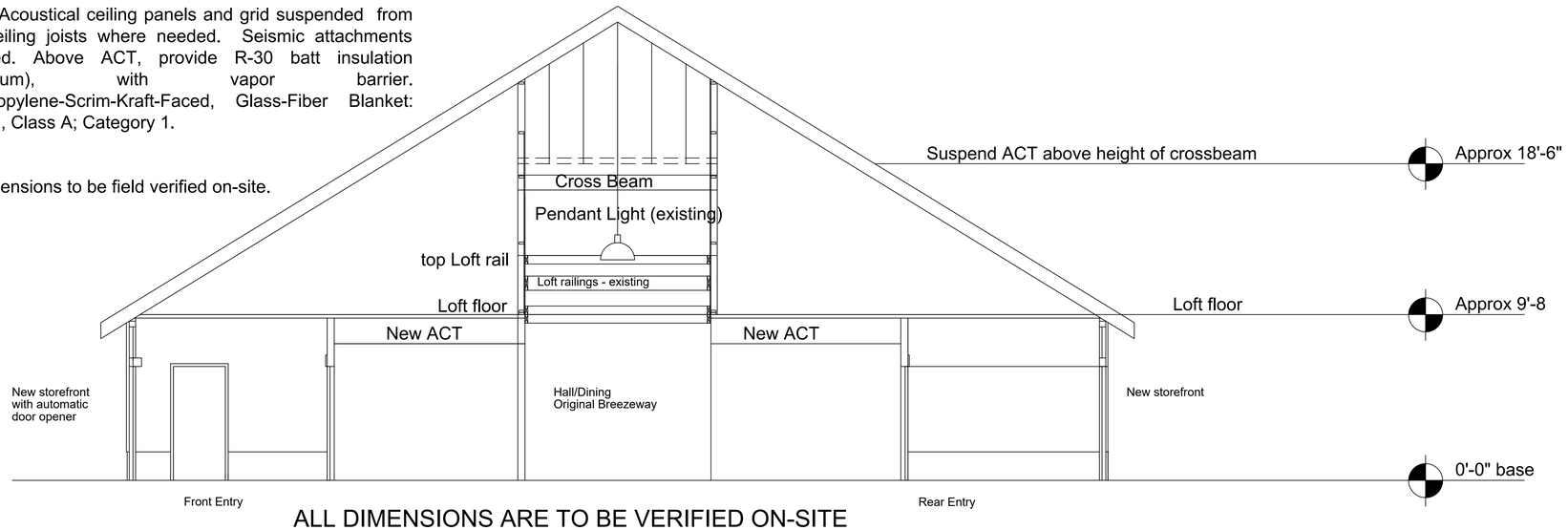
Scale: 1/2" = 1' - 0"

New 8' partitions in attic behind attic railings. 2x4 wood studs at 16" o.c. Provide vapor barrier, $\frac{5}{8}$" GWB, R20 insulation at partition. Scribe GWB membrane to obstructions.

Provide ceiling joists above A.C.T. for attachment.

Install Acoustical ceiling panels and grid suspended from 2x6 ceiling joists where needed. Seismic attachments required. Above ACT, provide R-30 batt insulation (minimum), with vapor barrier. Polypropylene-Scrim-Kraft-Faced, Glass-Fiber Blanket: Type II, Class A; Category 1.

All dimensions to be field verified on-site.



ALL DIMENSIONS ARE TO BE VERIFIED ON-SITE

1 / a2.0 Section and Notes

Scale: 1/4" = 1' - 0"

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Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
RED BARN RENOVATIONS – SECTION & DETAILS

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
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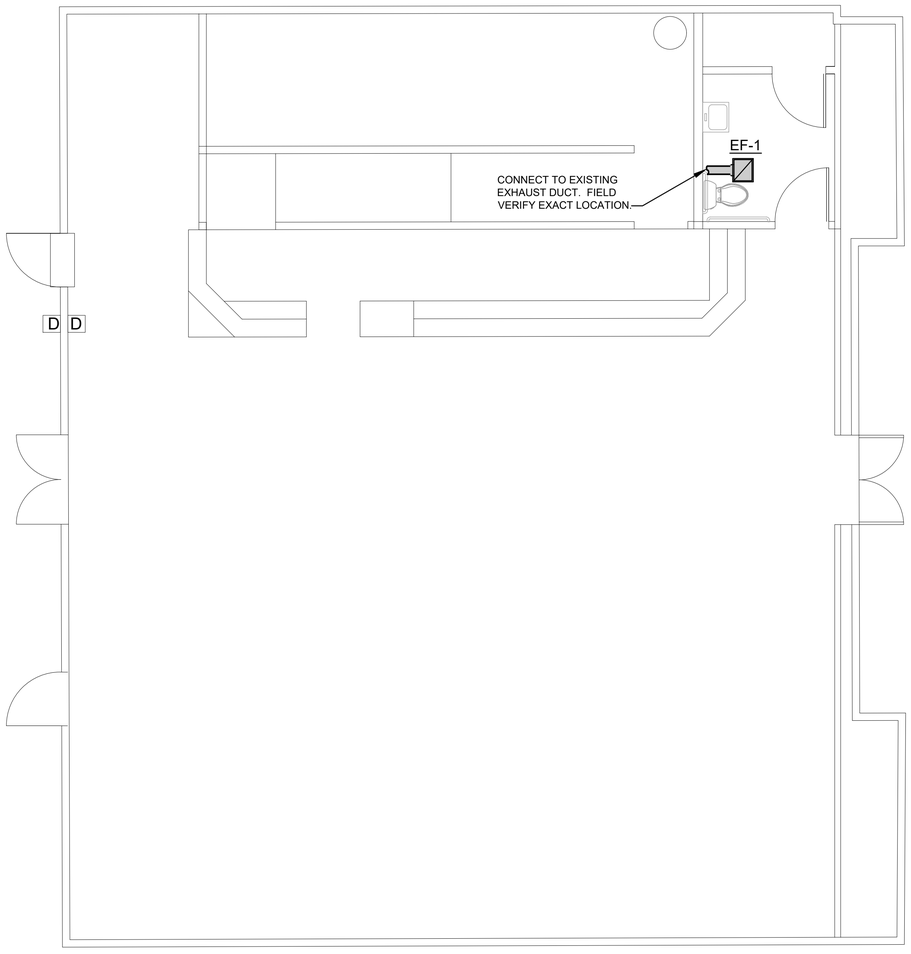


MECHANICAL FLOOR PLAN - VISITOR CENTER

SCALE: 1/4" = 1' - 0"

MECHANICAL NOTES

-DO NOT SCALE DRAWING. ROUGH FROM EQUIPMENT MANUFACTURER AND ARCHITECTURAL DRAWINGS.

-DIMENSIONS NOTED ON PLANS ARE IN INCHES UNLESS OTHERWISE NOTED.

-DUCT SIZES NOTED ON PLANS ARE INTERIOR DIMENSIONS.

-PROVIDE BALANCING DAMPERS AT ALL EXHAUST AIR TAKE OFFS.

-MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EQUIPMENT VOLTAGES, ELECTRICAL REQUIREMENTS AND DISCONNECTS WITH THE ELECTRICAL CONTRACTOR PRIOR TO RELEASING EQUIPMENT FROM MANUFACTURER.

-ALL DUCTWORK SHOWN ON DRAWING IS DIAGRAMMATIC. ACTUAL RUN SHALL BE SHORTEST POSSIBLE WITHOUT SHARP BENDS. ALL DUCTWORK SHALL BE GALVANIZED STEEL INSTALLED PER SMACNA, INTERNATIONAL AND LOCAL CODES WITH 2-1/4" THICK FIBERGLASS DUCT WRAP INSULATION AND/OR AS OUTLINED IN SPECIFICATIONS.

-ALL DUCTWORK SHALL BE SEALED AIRTIGHT WITH MASTIC. NO HEAT SENSITIVE, PRESSURE SENSITIVE OR DUCT TAPE ALLOWED ON PROJECT.

-ALL DUCTWRAP INSULATION SHALL BE SEALED PER MANUFACTURER'S RECOMMENDATIONS FOR GLASS FABRIC AND MASTIC INSTALLATIONS. NO PRESSURE SENSITIVE TAPE SHALL BE ALLOWED.

-ENTIRE MECHANICAL SYSTEMS SHALL BE INSTALLED PER 2021 INTERNATIONAL CODES WITH 2021 SOUTH CAROLINA MODIFICATIONS EXCEPT THE ENERGY CODE SHALL BE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE. ALSO, ALL LOCAL CODES & AUTHORITY HAVING JURISDICTION SHALL APPLY.

-COORDINATION OF ALL MECHANICAL SYSTEMS WITH OTHER DISCIPLINES IS THE RESPONSIBILITY OF THE CONTRACTOR. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO INSTALLING. CONTRACTOR SHALL NOT PROCEED WITH UNCERTAINTY.

-PROVIDE PLASTIC NAMEPLATES FOR ALL EQUIPMENT SPECIFIED ON PROJECT. LABELING TAG SHALL BE SAME AS EQUIPMENT NUMBER.

-ALL PIPING SUPPORT SPACING SHALL BE PER MSS-SP69 AND WITHIN 18" OF CHANGE IN DIRECTION.

-ALL EQUIPMENT, PIPE AND DUCT SHALL BE SEISMICALLY RESTRAINED PER 2021 IBC. SEISMIC RESTRAINT SYSTEMS AS MANUFACTURED BY MASON INDUSTRIES, AMBER/BOOTH OR APPROVED EQUAL WHO MUST BE A MEMBER OF VISCMA. CONTRACTOR TO PROVIDE SEISMIC CALCULATIONS AND DRAWINGS CERTIFIED AND STAMPED BY AN ENGINEER EMPLOYED BY THE MANUFACTURER. CALCULATIONS TO MEET ICC, IBC, NFPA, ASCE/SEI 7-10, SMACNA AND AUTHORITY HAVING JURISDICTION (AHJ).

-PROVIDE TESTING AND BALANCING OF ALL SYSTEMS BY A THIRD PARTY AABC OR NEBB CERTIFIED T&B CONTRACTOR. SUBMIT T&B FORMS PRIOR TO PERFORMING WORK FOR APPROVAL.

-GENERAL AND MECHANICAL CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTING TO ENGINEER/ARCHITECT WITH "APPROVED" OR "APPROVED AS NOTED" STAMPS FOR ENGINEER'S 10 CALENDAR DAY REVIEW.

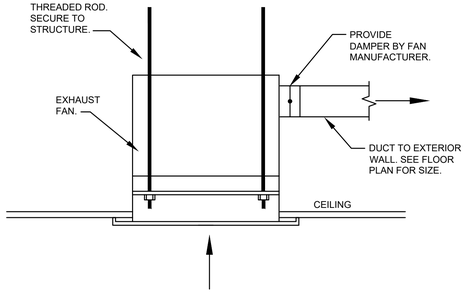
FAN SCHEDULE

SYMBOL	EF-1
MANUFACTURER	GREENHECK
MODEL NUMBER	SP-A90
AIRFLOW (C.F.M.)	75
STATIC PRESSURE (IN.)	0.263
DRIVE TYPE	DIRECT
DAMPER SIZE (IN)	6"Ø
SONES	0.4
MOTOR HORSEPOWER	FRACTIONAL
FAN R.P.M.	900
VOLTAGE	115/1/60
WEIGHT (EXCLUDING CURB) (LBS.)	12

REMARKS:

*PRIOR TO ORDERING, CONTRACTOR SHALL VERIFY VOLTAGE AND ALL ELECTRICAL REQUIREMENTS.

*PROVIDE FANS WITH GRILLE MOUNTED OCC SENSOR, AND WITH SPEED CONTROLLER SET TO DESIGN CFM.



EXHAUST FAN DETAIL

NO SCALE

Revisions	Date

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

MECHANICAL FLOOR PLAN, SCHEDULE & DETAILS

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
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SOUTH CAROLINA MECHANICAL ENGINEERING CONSULTING ASSOCIATES NO. C00097 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 18709 PHILIP P. CLAYTOR REGISTERED

01/08/26

MECA
Mechanical Engineering Consulting Associates, Inc.
2330 Main Street
Columbia, South Carolina
Phone: (803) 765-9421

Designed:	RAB
Approved:	PPC
Job No.:	23302.01
Plot Date:	01/08/26

Drawn by:	RAB
Checked by:	PPC
Date:	01.08.2026

Drawing No.

M1.0

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SECTION 230200 - GENERAL REQUIREMENTS MECHANICAL

PART 1 - GENERAL

1.1 SPECIAL NOTES

A. Work under this section of the specifications shall be governed by requirements there under.

B. The use of the word "PROVIDE" in the specifications and on drawings for work under this section shall mean: Furnish and install complete, supplying all necessary labor and materials.

C. This section applies to all sections of Division 23 of this project except as specified otherwise in the individual sections and here-in. Work described in this section includes general requirements common to all mechanical systems. Provisions of this section apply to all mechanical specification sections.

D. References: Refer to the General Conditions for the Contract, the Supplementary General Conditions for the Contract, and the Subdivisions of Division 1; all of which are contained in or referenced as a part of this Project Manual. Instructions relating to the overall operations of the Contractor, as they may apply and as contained in the referenced Subdivisions, will be equally applicable to his subcontractors, equipment and material suppliers and/or installers, and other persons or companies having work requirements, this project.

E. The contractor's attention is directed to the intention of the specifications to provide domestic manufactured products only for this project. Where non-domestic products will only be considered on a individual product basis and will only be accepted if prior approval is received before the project is bid.

1.2 GENERAL REQUIREMENTS

A. Provide necessary labor, material, plant and equipment including materials not specifically mentioned, but necessary to complete the job in a neat, correct and workmanlike manner.

B. The drawings and specifications shall be considered as supplementary, one to the other, so that materials and labor indicated, called for or implied by the one and not the other, shall be supplied and installed as though specifically called for by both.

C. All electrical equipment shall be UL listed and all gas equipment is to be AGA certified.

D. All items shall be properly lubricated and in perfect operation upon completion of the project and prior to final acceptance by owner.

E. Contractor shall be held responsible for having visited job site and having familiarized himself with existing conditions prior to submitting bid. If any existing problems are identified, notify Architect in writing prior to submitting bid.

1.3 SCOPE

A. Provide a complete Heating, Ventilating, and Air Conditioning system as specified here-in and as indicated on the accompanying Mechanical Drawings for the entire building.

B. Provide toilet room exhaust systems. Systems shall consist of sheet metal ductwork, exhaust fans, controls, and all items required for a complete and operating system.

C. Provide all control, interlock and starting circuit wiring. Wiring shall be 120 volts or less. Provide transformers and relays as required to comply with this requirement. Conduit shall be steel conforming to the requirements of the Electrical Specifications, except as otherwise specified. NO PLENUM CABLE WILL BE ALLOWED FOR INSTALLATION OF CONTROLS FOR THIS PROJECT.

1.4 SPACE CONDITIONS

A. All work shall fit the spaces available. Verify all dimensions of the work before commencing fabrication and/or installation. Minor deviations from the drawings required to conform to space conditions and to provide the required accessibility shall be made at no additional cost to Owner.

B. Only base manufacturer's equipment has been investigated and determined to meet necessary space conditions. It shall be the responsibility of the approved equal manufacturer and contractor to verify their suitability for use on this project.

1.5 DRAWINGS

A. The Plans are not intended to show all ductwork, pipes, valves, fittings, connections, and details of the work to be done. The piping, duct, and equipment locations shall be adhered to as closely as possible; however, any changes necessary to avoid columns, beams, lighting fixtures, ductwork, sprinkler piping, etc., shall be made at no additional cost to the Owner.

B. Conflicts in the plans and specifications where changes and alterations are necessary, or where exceptions are taken by the Contractor with regard to sizes, locations, and other details indicated on the drawings, they shall be discussed with the Architect and have his consent in writing before any changes are made. The Contractor shall confer with the Architect for the exact location of all openings into finished areas and all equipment and piping locations before proceeding with the work.

C. The drawings of this work were prepared in conjunction with the other trades and plans of the project and it shall be the Contractor's responsibility to provide himself with drawings of the other trades as required and to coordinate and schedule the work with the other trades.

D. Should any difficulties prevent the installation of the work as indicated, the proposed changes shall be submitted to the Architect in detail and must be approved in writing before the work may be performed.

E. All inverts, locations, and elevations on all piping, equipment, trenches, etc. shall be verified on the job site prior to the performance of any work that may be affected in any manner by said inverts, locations, and elevations. Before construction of project starts, check location of proposed equipment and ductwork. Review other drawings for project, checking locations of structural elements, locations and sizes of chases, type and method of construction of roof, ceilings, walls, and partitions. Report to Architect and Engineers before start of construction any conflicts or unsatisfactory conditions. In no case shall Contractor proceed in uncertainty. No extra charge will be approved after start of construction for work resulting from failure to follow these instructions.

F. Where connections and drains are provided to serve specific pieces of equipment, it shall be the Contractor's responsibility to verify the exact location of the equipment connections and drains and no installation shall be attempted until exact locations have been established. This applies to all equipment regardless of who furnishes said equipment.

1.6 PERMITS, LICENSES, AND FEES

A. The installation of the systems covered by these specifications shall conform in strict accordance to all ordinances, codes and regulations of the State and DHEC and shall conform to all applicable requirements and recommendations of the NFPA. These requirements are the minimum and shall be complied with at no additional cost to the Owner.

B. In the absence of local regulation and codes, on heating, ventilating, or air conditioning, or in items or circumstances not covered by local regulation and codes, all recommendations and requirements of ASHRAE, as set forth in the current editions of the applicable ASHRAE Guides, shall be met as well as all requirements and recommendations of NFPA 90A and the International Building Code.

C. Where requirements of the drawings and specifications exceed code requirements, the work shall be provided in accordance with the drawings and specifications. Any work provided contrary to these requirements shall be removed and replaced at the Contractor's expense.

D. The Contractor shall obtain and pay for all necessary permits and inspections required for the installation of this work and shall pay all charges incident thereto. The Contractor shall deliver to the Architect all certificates of said inspections issued by the authorities having jurisdiction.

1.7 BID BASIS

A. Basis of Design: The design is based on equipment data furnished by a listed "Base" manufacturer. Only this base listed equipment has been verified by the A/E for compliance with the documents. There is no intent in these documents to necessarily use only "standard" products of the "Base" supplier nor any other supplier. Modifications and alterations of standard products may be required.

1.8 MATERIALS AND WORKMANSHIP

A. All materials and equipment shall be new and free from flaws and defects of any nature. Materials called for are to be considered as standard of quality; which however, implies no right on part of Contractor to substitute other materials and methods without written authority from Architect.

B. All work shall be performed by skilled mechanics, under competent supervision, employing latest and best practices of the trade. Work shall be installed in accordance with recommendations of ASHRAE Guide, and equipment manufacturer's installation instructions. In the event there is any conflict or doubt, consult Architect for clarification and approval.

1.9 SUBSTITUTIONS

A. Specific reference in the specifications to any article, device, product, material, fixture, form or type of construction, etc., 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, and the Contractor in such cases may at his option, use any article, device, product, material, fixture, form or type of construction, which in the judgement of the Architect, expressed in writing prior to bidding as specified below, is equal to that herein named.

B. Requests for written approval to substitute materials or equipment considered by the Contractor as equal to those specified, shall be submitted for approval to the Architect ten days before bids are taken. Requests shall be accompanied by samples, descriptive literature, and engineering information, as necessary to fully identify and appraise the product. No increase in the contract sum will be considered when requests are not approved. If the item is found to be equal, the Architect will issue an Addendum making it a part of the Contract Documents prior to bidding. After bidding, no further changes will be considered.

C. Contractor shall be responsible for determining that all products submitted for approval meet given space limitations and maintain all required clearances for proper access and service.

D. Being listed as an approved equal manufacturer means only that the listed manufacturer is basically a reputable supplier whose equipment will receive consideration if in accordance with all document requirements including space limitations and deliver. Being listed is not to be construed as indicating or implying that the supplier's product is assured of being acceptable for the project. The burden of developing a product to comply with the documents and of obtaining approval of the product rests solely with the Contractor and is his sole responsibility to substantiate their acceptability for installation on this project. If a substituted product is rejected due there will be no increase in contract sum to provide a compliant product.

1.10 SUBMITTAL

A. The Engineer will review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be for general compliance with the design and with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be required to review and shall not be responsible for any deviation from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer be required to review partial submissions or those for which submissions for correlated items have not been made.

B. Prior to submittal of shop drawings to the Engineer, the General Contractor and the Mechanical Contractor shall review and approve shop drawings. Shop drawings which have not been reviewed and approved in writing by the Mechanical Subcontractor will not be reviewed by the Engineer. Mechanical Contractor shall state in writing on shop drawings, any proposed deviations from contract documents. Such deviations, if not stated in shop drawing submittals, shall be the sole responsibility of the Mechanical Subcontractor. **Note: In addition to the General Contractor's approval and stamp, the first page of each shop drawing submittal must contain the words "APPROVED" or "APPROVED AS NOTED" and must be signed and dated by the Mechanical Subcontractor before the Engineer will review them.**

C. Review rendered on shop drawings shall not be considered as a guarantee of measurements of building conditions. Where drawings are reviewed, said review does not mean that drawings have been checked in detail; said review does not in any way relieve this contractor from his responsibility or necessity of furnishing material or performing work as required by the contract drawings and specifications.

D. After award of Contract, and before any materials of this Section are delivered to the job site, submit Shop Drawings to Architect in accordance with the requirements listed below and in accordance with the provisions of the Architectural Section of these Specifications.

1. After securing tentative approval on all items pending shop drawing submission, the contractor shall submit for approval manufacturer's shop drawings of all equipment, and shop drawings to scale of all fabricated work furnished under this Section of the specifications including piping, ductwork, equipment layouts, supports and equipment foundation pad layout. Shop drawings shall be of scale large enough to clearly indicate all details of work. Mechanical rooms, boiler rooms, refrigeration plants, and fan rooms shall be submitted on a scale of not less than 1/4-inch equals one foot.

2. Where colors or finishes are specified for products, a sample showing the color or finish shall be submitted with the shop drawings.

3. Where high efficiency motors have been specified, submit certification of motor efficiency with shop drawings for each motor of one horsepower or greater.

E. Material List: Accompanying the shop drawings, submit a complete list of all materials proposed to be furnished and installed under this Section, giving manufacturer's name and catalog number, sizes, capacities, model numbers, accessories and other pertinent information for each item to indicate full compliance with drawings and specifications; this shall in no way be construed as permitting substitution except as specifically provided in the Architectural Section of these specifications. Every device or piece of equipment herein specified by model and manufacturer shall be submitted for approval. Partial lists submitted from time-to-time will not be permitted.

F. Mechanical/Electrical Coordination: Before equipment is ordered and after all motors, loads, controls, and other characteristics of equipment are known, the Contractor shall review the data shown on the Electrical drawings. Special attention shall be given to motor size, starters, means of disconnect, control wiring, etc. that are being furnished under the electrical section of the specifications. At the time of shop drawing submittal, the contractor shall by letter to the Engineer point out any discrepancies and describe the proposed corrective action.

1. Prior to start of construction, contractor shall submit a starter schedule for review by Engineers. This schedule shall contain equipment description, starter manufacturer and model number, starter accessories, control voltage and source of starter power and control circuitry.

2. No extra charge will be approved after start of construction for work resulting from failure of contractor to follow these instructions.

G. As-Built Drawings: Contractor shall maintain on the job site one complete set of the mechanical drawings for this project. All changes authorized by the Architect as to the location, sizes, etc., of piping, ductwork, and other mechanical equipment shall be indicated in red ink on the mechanical drawings as the work progresses. At the completion of the project, Contractor shall deliver a complete set of "As-Built" prints of the mechanical drawings to the Architect.

H. Control Drawings:

1. Before installation of controls, complete submittal data, including equipment specifications, control diagrams, schematic diagrams, internal connections, and sequence of operation to the Architect for his approval. Diagrams shall show all instruments, devices, tubing, etc. Set points and actions of instruments, operating ranges, and normal position of controlled devices shall be indicated. Operating sequence describing each system shall appear on the same drawing as the system's control diagram.

2. Wiring diagrams shall show conduit and wire sizes, transformers, fuses and correct schematic diagrams for each motor starter and magnetic contractor. Diagram shall be coordinated with the equipment manufacturers involved and shall show the terminal designations for all connections to the equipment and the manufacturer's approval obtained.

I. Manual: Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the Owner through the Architect two copies each of a Manual compiled in accordance with the provisions of the Architectural Section of these specifications; and also include in each copy of the Manual a copy of the As-Built Drawings, operating and maintenance instructions, approved control drawings, spare parts lists, name and address of local service representatives and all warranty certificates for new equipment.

1.11 ELECTRIC WORK

A. Electrical Contractor will provide the following for the mechanical equipment:

1. A source of power as required for each electric motor and for each electrical heating and cooling item of equipment installed under the mechanical contract, including final wiring connections to motor terminals or to terminals in a control panel mounted on each respective unit.

2. Circuit breaker protection as required for each electric heating and cooling item of equipment installed under the mechanical contract.

3. Wiring each electric motor and each electrical heating and cooling item of equipment (where applicable) through a magnetic starter or a magnetic contactor furnished by the Mechanical Contractor.

4. Wiring each constant speed ceiling exhaust fan through a wall switch furnished by the Electrical contractor.

B. All motors shall be provided with thermal overload protection either internally or at the starter and all electrical equipment shall be U.L. listed.

C. In the event Mechanical Contractor proposes to use any items of mechanical equipment which have sizes, numbers of electrical meters, or other electrical requirements different from those specified on schedules, drawing or elsewhere, Contractor shall be responsible for coordinating these changes with the Electrical Contractor and he shall reimburse the Electrical Contractor for all additional costs necessitated by these changes.

D. In general, the Electrical Contractor will do all power wiring for the mechanical equipment as described above, and the Mechanical Contractor shall do all control and interlock wiring, unless otherwise specified or indicated on drawings.

E. Consult electrical drawings for extent of electrical work provided for the mechanical equipment. Verify current characteristics with Electrical Contractor before ordering any equipment for this project.

F. Mechanical Contractor shall provide all other wiring not covered above, that is necessary for complete and operating heating and air conditioning systems for the building, including all control wiring, interlock wiring, conduit, relays, controls, starters, disconnect switches, circuit breakers, control conduit and outlet boxes, wiring of all applicable control items of equipment, and other electrical work as required.

G. All wiring shall be run in galvanized or sheradized rigid electrical conduit or E.M.T. where allowed under the electrical section of the specifications, and shall be concealed in finished areas and occupied spaces. All conduit shall be attached to ceiling or walls, attachment to or suspension from other equipment will not be permitted. If routing of conduit is questionable, verify routing with Engineers before proceeding with installation. NO PLENUM RATED CABLE WILL BE ALLOWED ON THIS PROJECT.

H. The Mechanical Contractor shall provide power wiring from the breaker panel to all control devices including but not limited to control panels, valves, thermostats, dampers, flow switches and other devices requiring power for a complete and operating mechanical system.

I. All electrical work required under this Contract shall comply with the National Electrical Code, and shall meet all local requirements All electric equipment shall bear UL labels.

1.12 GUARANTEES

A. In addition to the warranty and guarantees under the General Conditions of the contract the Contractor agrees:

1. To correct defects in workmanship, new materials, new equipment, and the operation of system for a period of one year from date of acceptance. Equipment and materials, repaired or replaced are guaranteed for one year following date of correction.

2. To repair any damage to building and equipment resulting from defects in workmanship, materials, equipment, and system operation.

3. To remove any item not specified or given approval and replace it with specified or approved item.

4. Any item submitted for approval that does not conform to these specifications shall have accompanying note of exception.

5. That the system as installed shall comply with code requirements.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. All equipment and materials provided under this section of the specifications shall be new and of the best grade and quality. Materials and equipment manufactured outside of the United States will not be acceptable.

B. The approval of the Architect shall be obtained by the Contractor on all equipment and materials before any installation is made.

C. Equipment that is installed and then does not perform as represented by selection data or shop drawings shall be replaced with equipment that meets the job requirements and specifications at no additional cost to the Owner.

D. All equipment, materials, and work indicated on the drawings or as specified hereinafter is intended to be installed in a manner conforming to the best engineering practices and all equipment is intended to be complete in every respect to satisfy the job requirements and this specification. In the event any material or equipment is indicated to be used or installed contrary to the manufacturer's recommendations, or if any part, control accessory or auxiliary item required for satisfactory and proper operation and performance of the material and/or equipment is not indicated or specified, it shall be the Contractor's responsibility to notify the Architect in writing prior to installation. In the event the Contractor fails to give such notice, he will be required to correct the work and/or furnish items omitted (in the performance of his work) at no increase in the contract sum.

E. Upon request from the Architect, the Contractor shall furnish to the Architect a certification on all materials and equipment so designated by the Architect. The certification shall be made by the manufacturer of the material and/or equipment; shall be signed by an official of the manufacturing concern; and shall state that the drawings, specifications, and project requirements have been thoroughly studied by the manufacturer and that the proposed material and/or equipment is unconditionally guaranteed to operate and/or perform properly as applied.

PART 3 - EXECUTION

3.1 UTILITY CONNECTION AND MODIFICATIONS

A. It shall be the Contractor's responsibility to determine all requirements regarding utility services to the building. The Contractor shall verify the exact locations of stubs provided.

3.2 PROTECTION

A. The Contractor shall provide adequate protection to all materials, equipments, fixtures, etc. provided under this section of the specifications to prevent damage of any nature. The Contractor shall be required to remove and replace, at no additional cost to Owner, any item showing any sign of damage of any nature that cannot be restored to its new condition and appearance. Grinding and polishing may be used in the restoration of damaged equipment and materials when approved by the Architect.

3.3 EXCAVATION AND BACKFILLING

A. Contractor shall do all excavating and backfilling for installation of work included under this contract and he shall promptly remove from the premises all excess earth, debris, and trash for which he is responsible. Contractor shall be responsible for coordinating cutting and patching excavation conditions with Owner and Utilities prior to execution of any excavation work. All work shall comply with section 230500 as well as the General Conditions section of these specifications.

3.4 CUTTING AND PATCHING

A. The Contractor will do all cutting and patching and construction of chases within building for this installation.

3.5 PENETRATIONS AND CURBING

A. Contractor shall provide framed openings in roof and walls as required for exhaust fans and louvers. Contractor shall coordinate sizes and locations of these and all other necessary penetrations well in advance.

B. Contractor shall provide all roof curbs for this installation and will flash all roof curbs and penetrations as detailed on drawings.

3.6 MECHANICAL - ELECTRICAL COORDINATION

A. Mechanical equipment, piping, and ductwork shall be installed with clearances to electrical switchboards, panel boards, power panels, motor control centers, and transformers. The clearances shall be the greater of the requirements of the latest editions of the NEC or a minimum of 3'-6" in front of the equipment which ever is greater. Equipment, ductwork or piping shall not be installed directly over the electrical gear and not less than 3'-0" horizontally from the top of the electrical gear.

3.7 OPERATING AND MAINTENANCE INSTRUCTIONS

A. The Contractor shall acquaint and instruct the Owner's representative with all details of performance, operation, and maintenance of the systems. In addition, the contractor shall furnish two copies of a brochure to the Owner through the Architect, which shall contain printed operating and maintenance instructions, parts list, control diagram, etc., including a list of spare parts and any special tools recommended by the equipment manufacturers to be stocked by the Owner. The manuals shall include a complete set of all approved shop drawings furnished under this section of the specifications.

B. The basis of Owner's instructions shall be written for inclusion in the maintenance and operating instructions data specified above. Obtain certificates, signed by the Owner's representative, that these instructions have been received and understood.

3.8 CLEANING

A. The Contractor shall keep the job site clean, removing all debris and unused material as they occur. At the completion of the work, the Contractor shall thoroughly clean all materials and equipment provided as part of the work.

B. Prior to testing and adjusting, all piping systems, including all components of systems, shall be thoroughly cleaned inside and out.

C. All soil, waste, drain and rainwater lines shall be rodded out in the presence of the Architect's representative. All cleanout plugs shall be removed, lubricated and replaced.

D. All piping shall be chemically cleaned prior to final filling and connection to chiller and air handlers.

E. Painting of the mechanical equipment shall be as specified under other sections of the work. Removing loose scale, rust, drippings, dirt, etc. in preparation for painting shall be done under this section of the specifications.

F. Prior to acceptance of the building, thoroughly clean all exposed portions of the HVAC installation, removing all labels and all traces of foreign substances, using only a cleaning solution approved by the manufacturer of the item being cleaned. Caution should be taken to avoid damage to all finished surfaces.

G. Mechanical unit shall be protected from dust at all times. Mechanical units shall not be run during construction installation periods that create dust such as sheetrock finishing, cabinetry, terrazzo, etc. When mechanical units are in operation during construction, filters must be in place in the units and over the return air grilles to protect equipment and return air path from construction debris and dust. Filters shall be changed by the contractor as frequently as necessary to insure protection of equipment and ductwork. If filters are not in place equipment shall not be operated. Failure of the contractor to comply with these conditions will result in the contractor bearing any and all costs associated with cleaning of ductwork and equipment prior to final acceptance of systems.

3.9 START-UP

A. The Contractor shall provide factory start-up and place the systems in full operation before testing begins. Contractor shall make corrections in the system, including furnishing and installing drives, motors, dampers, valves, etc., if required to balance the systems. All such corrections shall be included in the Contractor's base bid and shall be accomplished at no additional cost to the Owner. All piping shall be tested before covered with insulation or being concealed.

END OF SECTION 230200

SECTION 230500 - BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The use of the word "PROVIDE" in the specifications and on drawings for work under this section shall mean: Furnish and install complete, supplying all necessary labor and materials.

B. This section applies to all sections of Division 23 of this project except as specified otherwise in the individual sections and here-in. Work described in this section includes general requirements common to all mechanical systems. Provisions of this section apply to all mechanical specification sections. Work described in this section includes construction materials and methods of installing equipment common to all mechanical systems. Provisions of the section apply to all Division 23 specifications sections.

C. Mechanical General Provisions apply to work specified in this section.

PART 2 - PRODUCTS AND METHODS

2.1 FLASHING

A. Ductwork and HVAC Equipment: Cap flashing for all ducts and other types of ventilating equipment which pass through or mount on the roof shall be furnished and installed under this section of the specifications. The material shall be of the same materials as the ducts, etc. to which it shall be fastened unless otherwise noted. The cap flashing shall be made tight to the duct, waterproofed, and extended over the base flashing and down the side for not less than 4 inches. The cap flashing shall be formed to provide a spring action against the base flashings. In cases of dissimilar metals between the cap and base flashings, an isolation membrane shall be installed to prevent electrolysis.

B. Flashing for pipes passing through the roof shall be provided as indicated on the drawings or as approved by the Architect.

2.2 PIPE SLEEVES

A. All pipes passing through walls, floors, ceilings, all fire rated partitions, etc. shall be provided with pipe sleeves made of galvanized steel pipe unless specifically noted otherwise. Sleeves through partitions and walls shall be of the same length as the wall thickness. Sleeves set in concrete slabs shall be set flush with the underside of the slab and shall extend 1/2 inch above the finish on top of the slab. Where sleeves are in fire rated construction, the voids between the sleeves and the piping passing through insulated piping shall be of sufficient size to allow insulation to pass through the sleeve freely. Where pipes pass through walls below grade or through any floor slabs, the space between the pipe and sleeve shall be finished caulked water tight with G.E. Silicone caulking.

B. At the Contractor's option sleeves 8 inches in diameter and larger may be formed of 16 gauge galvanized steel with welded butt joints. The metal finish shall be restored after welding.

2.3 PAINTING AND LABELLING

A. All factory applied finishes on equipment and materials that are damaged in any fashion shall be restored to their original finish in a manner as approved by the Architect.

B. Where the Interior of any duct is exposed to view or can reflect light as viewed from a habitable space the interior surfaces shall be primed and painted flat black or as otherwise approved by the Architect.

C. Where colors or finishes are specified in this section of the specifications to match adjacent surfaces and the colors or finishes of the product installed do not match the contractor shall repaint or refinish as required to accomplish the desired effect, as approved by the Architect.

D. All finish painting shall be performed under another section of the specification, except as specified otherwise in this section of the specification.

E. Mechanical Contractor shall paint all exposed piping, both insulated and uninsulated that is installed under his contract. Refer to Architectural Section and piping specifications for painting specifications.

F. Paint and label all piping or insulation around piping according to existing color scheme. If no existing color scheme exists, use standard colors as indicated in Chapter 39 (PIPING SYSTEM IDENTIFICATION) of 2021 ASHRAE FUNDEMENTALS. Submit proposed colors and markings to A/E for approval.

G. Engraved plastic nameplates shall be provided for each piece of equipment installed on this project. Lettering shall not be less than one-quarter inch high. Mechanically fasten nameplates to fixed surface on equipment or on walls immediately adjacent to each piece of equipment. Label all equipment with tag indicated on mechanical schedules and details, i.e., HP-1, AHU-1, CP-1, etc. in addition to this minimum information, where a piece of equipment is dedicated to and individual room or area, the device label shall include the area designation/room number. Prior to fabricating labels, contractor shall obtain room/area designations from Engineers for compliance with final building signage. Refer to Sections 230503, 232300, 233000, and 230900 for additional labeling requirement for system components.

2.5 STRUCTURAL ATTACHMENTS

A. Concrete fasteners shall be self-drilling type, Locke Mfg. Co. "Ball Dog", Phillips "Red Head", or Diamond "Blue-Cut".

B. Mechanical Contractor shall provide all supplementary steel, framing members, beam clamps, hanger rods, etc., as required to properly support equipment and ductwork.

C. Hanger rods shall be selected to safely carry the load to be supported and shall not be less than the diameter listed by the hanger manufacturers for the specific size hanger used.

D. Attachment:

1. Piping and equipment suspended from steel construction shall be suspended from beams from the panel points of the bar joist only. When the hanger point is not directly below a structural member of a joist panel point, supplementary supporting steel shall be provided to receive the bridge across the structural member of a joist as required to receive the hanger. The hangers and supporting steel shall not be attached to the roof deck construction.

2. Hangers and supporting steel shall be attached to new concrete construction with continuous metal inserts designed to be used in ceilings, walls, or floors. In no case shall the load imposed on an insert exceed the manufacturer's recommended loading.

3. Hangers and supporting steel shall be attached to existing concrete structure, using concrete drill anchors at location and in a manner as approved by the Architect. Anchors shall not be loaded beyond their published ratings.

E. Support ducts from building structure with galvanized steel hangers to each side of duct. Hangers for ducts up to 60 inches maximum side dimension shall be 1" X 1/8" galvanized steel band. Hangers for larger ducts shall be 1-3/8" X 1/8" galvanized steel band. Space hangers on 8 foot centers with three hangers at each branch or take-off.

F. Steel pipe passing through a concrete slab on grade shall have modular expanding seals between pipe and sleeve. "Link-Seal" or an approved equal.

2.6 FOUNDATIONS, HANGERS, AND SUPPORTS

A. The Contractor shall provide all necessary hangers, supports, bracing, accessories, etc. required for proper installation of the work. Pipe hangers shall be spaced close enough to maintain proper grade and prevent sagging, but in no case shall the hanger spacing be greater than specified hereinafter. Special care shall be taken in supporting piping subject to expansion and contraction so that the piping does not become improperly aligned or anchored.

B. Unless specifically indicated otherwise, all concrete foundations and all structural steel, other than the building structure or special supports provided under another section of the specifications, required for proper support of piping, equipment, and materials provided under this section of the specifications and shall be furnished and installed under this section of the specifications and shall comply in strict accordance with all requirements of the Structural and/or Concrete Sections.

C. All supplementary steel exposed to the weather shall be hot-dipped galvanized.

D. Unless otherwise indicated, all floor mounted equipment located in the Equipment Room and spaces shall be mounted on 4" high concrete bases extending 6" beyond the bases of the equipment in each direction. Concrete shall be reinforced with No. 4 steel rods spaced 12" on center in both directions, except that steel in pump bases shall be on 6" centers.

2.7 ELECTRICAL

A. All motors required for all equipment furnished under this section of the specifications shall be provided under this section of the work. Two speed motors shall be two winding type unless otherwise indicated. Unless otherwise indicated under the Electrical work or on the Mechanical Drawing, motors smaller than 1/2 HP shall be for 115 volts, single phase, 60 cycle power, and motors 1/2 HP and larger shall be single or three phase 60 cycle power as indicated on equipment schedules.

B. All motor starters, both manual and magnetic, and pushbutton stations required for motors furnished under this section of the specifications shall be provided under this section of the work unless specifically noted or indicated or otherwise in the Electrical section. All starters shall have "HAND-OFF-ON" switches and auxiliary contactors. Control transformers shall be provided as needed to meet control requirements. All two-speed starters shall be for two winding motors and shall have decelerating relay between high speed and low speed. All starters shall have compelling low speed start relay. All starters shall be installed under the Electrical Section of the specifications, unless furnished as an integral part of the equipment. All starters shall be of the same manufacturer as the starters furnished under the Electrical Section, except starters for water chillers may be of a different manufacturer. Coordinate with the Electrical Section.

C. Motors one horsepower and larger, including those used for pumps, air units, fans, etc. shall be designed in accordance with NEMA Standard MGI, Design B, Class B or F insulation for 40 degrees C temperature rise. The motor power factor at full load and rated voltage for motors with greater than 1 HP output shall be at least 0.85 Power factor shall be as determined by IEEE Standard 112A Method B. Apparent efficiency shall meet AHRAE 90 minimum standards

D. All power wiring shall be provided under the Electrical Section of the specifications, unless specifically noted otherwise in this section of the work. Power wiring between starters and applied equipment motors shall be provided under the Electrical Section. Power wiring that is furnished under the Electrical Section to Packaged Equipment such as rooftop units, condensing units, electric heating equipment, packaged house pumping systems, etc. shall consist of a single point connection and shall terminate with the connection to the units. Single point power connection shall be furnished as part of the package or shall be furnished under the Mechanical Section of the work.

E. All electrical devices and equipment including, but not limited to, all motors, starters, relays, pushbuttons, wiring, etc. provided under this section of the work shall comply in all respects with all requirements of the Electrical Section of the Specifications.

F. Identification labels shall be provided for each starter, control device, etc. showing the instruments function. Labels shall be in accordance with the requirements for labels as specified under the Electrical Section of the specifications.

G. All control wiring shall be provided under this section of the work, unless specifically indicated otherwise under the Electrical Section of the specifications.

H. Each manufacturer shall certify in writing to the Engineer that the equipment furnished has high efficiency motors as specified hereinbefore. The certification shall state motor HP, motor manufacturer, power factor and efficiency.

END OF SECTION 230500

SECTION 233000 - AIR DISTRIBUTION

PART 2 - PRODUCTS

2.1 DUCTWORK

A. Duct to be airtight, smooth on inside and neatly finished on the outside. Details on construction and materials not specified herein shall be in accordance with recommendations of latest ASHRAE Guide, or Duct Manual published by the Sheet Metal and Air Conditioning Contractors National Association and shall comply to the International Mechanical Code.

B. Drawings show general arrangement of ducts, but do not necessarily show all offsets, etc., required to avoid interferences. Where shape of duct is varied, alter dimensions to provide equal static pressure drop per unit of length.

C. Except as specified, all rectangular ductwork shall be galvanized steel fabricated in accordance with latest SMACNA Duct Manual for low pressure ductwork.

D. All exposed ductwork shall be constructed of "paint grip" or galvanneal steel and shall be field painted to match ceiling structure.

E. All ductwork shall be constructed to the following SMACNA seal, velocity, and pressure classifications:

	Duct construction & classification:		
			SMACNA
	Presure	Velocity	Seal
Application	Class	Class FPM	Class
LOW PRESSURE (RETURN / EXHAUST)	-2.0	2500	B

2.2 CEILING AND CABINET EXHAUST FANS

A. Furnish and install exhaust fans where shown on plans. Fan housing shall be heavy gauge galvanized steel and interior shall be lined with a minimum of 1/2" thick insulation for sound attenuation. Fan motor shall be vibration isolated and shall have a terminal box for single point power connection. Fan shall be furnished complete with integral backdraft, inlet grille, roof curb, and roof cap or wall cap. Roof cap shall be designed for curb mounting on roof systems. Verify roof type prior to ordering fan curbs. Fan performance shall be AMCA certified. Curb shall be pre-fabricated roof curb meeting the requirements of section 15050.

B. Wire each exhaust fan parallel to light switch in area served by exhaust fan.

C. Exhaust fans shall be Greenheck model specified, Cook, Twin City or approved equal.

END OF SECTION 233000

Revisions	Date

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
MECHANICAL SPECIFICATIONS

GRIMBALL & ASSOCIATES
COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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SOUTH CAROLINA MECHANICAL ENGINEERING CONSULTING ASSOCIATES NO. C00097 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 18705 REGISTERED PHILIP P. CLAYTON

01/08/26

MECA
Mechanical Engineering Consulting Associates, Inc.
2330 Main Street
Columbia, South Carolina
Phone: (803) 765-9421

Designed:	RAB
Approved:	PPC
Job No.:	23302.01
Plot Date:	01/08/26

Drawn by:	RAB
Checked by:	PPC
Date:	01.08.2026
Drawing No.	M2.0

MAY 29, 2025 - 10:17:00AM C:\Users\philip\Documents\23302.01_central_MECHANICAL.rvt

GENERAL PLUMBING NOTES

DO NOT SCALE DRAWINGS. ROUGH FROM ARCHITECTURAL AND/OR EQUIPMENT MANUFACTURERS DRAWINGS AND ROUGH IN SPECIFICATIONS. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION AND PLACEMENT OF FIXTURES.

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

ALL HORIZONTAL SANITARY SEWER, WASTE AND DRAIN PIPING SHOWN ON DRAWINGS IS RUN BELOW FLOOR UNLESS OTHERWISE NOTED ON DRAWINGS.

ALL WATER, SERVICE AND ROOF DRAIN PIPING SHOWN ON DRAWINGS IS RUN ABOVE CEILING UNLESS OTHERWISE NOTED ON DRAWINGS.

HOSE BIBBS AND/OR WALL HYDRANTS SHALL BE LOCATED 18" ABOVE FINISHED FLOOR LEVEL OR GRADE.

ALL VALVES INSTALLED ABOVE CEILINGS SHALL BE EASILY ACCESSIBLE. WHERE VALVES ARE INSTALLED ABOVE GYPSUM BOARD CEILINGS, PLUMBING CONTRACTOR SHALL PROVIDE ACCESS DOOR(S); MINIMUM 16"x16", TO ALLOW EASY ACCESS.

PLUMBING CONTRACTOR SHALL VERIFY ELECTRICAL VOLTAGES WITH ELECTRICAL CONTRACTOR PRIOR TO SUBMITTING SHOP DRAWING AND ORDERING EQUIPMENT.

PLUMBING CONTRACTOR SHALL VERIFY ALL RATED WALL ASSEMBLIES, FLOORS AND ROOF ASSEMBLIES WITH ARCHITECTURAL DRAWINGS AND GENERAL CONTRACTOR AND SHALL PROVIDE APPROPRIATE PENETRATION ASSEMBLY FOR ALL PENETRATIONS OF WALLS, FLOORS AND ROOFS WHETHER IDENTIFIED ON DRAWINGS OR NOT.

ALL FLOOR PENETRATIONS ARE TO BE SEALED WATER TIGHT. WHERE PENETRATIONS OCCUR IN RATED FLOOR ASSEMBLIES, SEALING MUST CARRY A CLASS 1 "W" RATING.

PLUMBING CONTRACTOR SHALL VERIFY LOCATION, ELEVATIONS AND INVERTS OF ALL EXISTING SANITARY AND STORM SEWER SYSTEMS IDENTIFIED ON THESE DRAWINGS AND SHALL ADVISE ENGINEER OF ANY DISCREPANCIES WHICH EXISTS.

PLUMBING CONTRACTOR SHALL COORDINATE ROUTING OF ALL PIPING WITH OTHER DISCIPLINES TO ELIMINATE CONFLICTS. FAILURE TO DO SO WILL RESULT IN PLUMBING CONTRACTOR BEARING EXPENSE OF CHANGE ORDERS WHICH MAY RESULT.

PLUMBING CONTRACTOR SHALL REVIEW ALL PLUMBING AND ARCHITECTURAL DRAWINGS PRIOR TO BID DATE AND VERIFY NUMBER AND LOCATION OF ALL EQUIPMENT AND FIXTURES. ANY EQUIPMENT AND/OR FIXTURES INDICATED ON ARCHITECTURAL DRAWINGS AND NOT SHOWN ON PLUMBING DRAWINGS SHALL BE INCLUDED IN CONTRACTORS BID AND SCOPE OF WORK AND SHALL INCLUDE ALL MATERIALS, PIPING AND LABOR REQUIRED TO CONNECT EQUIPMENT AND/OR FIXTURES TO NEAREST SERVICE OF ADEQUATE SIZE. EQUIPMENT AND/OR FIXTURES SHALL BE AS SPECIFIED OR APPROVED EQUAL. PLUMBING CONTRACTOR SHALL COORDINATE ROUTING OF PIPING BELOW BUILDING WITH STRUCTURAL DRAWINGS TO AVOID CONFLICTS.

ALL PIPING SHALL BE SUPPORTED FROM STRUCTURAL STEEL AND/OR CONCRETE BEAMS AND STRUCTURE. PIPING SUPPORTED FROM ROOF AND/OR FLOOR METAL DECKING WILL NOT BE ALLOWED.

ALL PLUMBING WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE AND IN ACCORDANCE WITH ALL STATE AND LOCAL REQUIREMENTS.

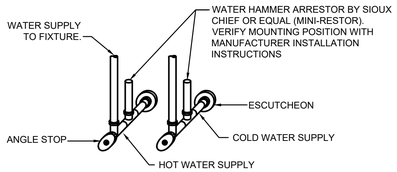
SLOPE ON ALL SEWER, WASTE AND DRAIN PIPING SHALL COMPLY WITH ALL STATE AND LOCAL CODES AND SHALL BE IN ACCORDANCE WITH CHAPTER 7 OF THE 2021 INTERNATIONAL PLUMBING CODE.

GENERAL AND PLUMBING CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP DRAWINGS PRIOR TO SUBMITTING TO ENGINEER/ARCHITECT. PROVIDE GENERAL & PLUMBING "APPROVED" OR "APPROVED AS NOTED" STAMPS ON SUBMITTAL PRIOR TO SUBMITTING FOR ENGINEER'S/ARCHITECT'S REVIEW.

ALL WATER PIPING INSTALLED ABOVE GRADE OUTSIDE OF THE BUILDING HEATED ENVELOPE IS TO BE HEAT TRACED AND INSULATED. LOCATIONS INCLUDE BUT ARE NOT LIMITED TO BUILDING EXTERIOR, ATTICS, CRAWLSPACES, AND GARAGES. HEAT TRACE IS TO BE SELF REGULATING RAYCHEM XL TRACE; 5 WATTS/FT; OR EQUAL. INSULATION TO BE 1" FIBERGLASS. WHERE INSULATION IS EXPOSED TO PRECIPITATION, ALUMINUM JACKET IS TO BE PROVIDED.

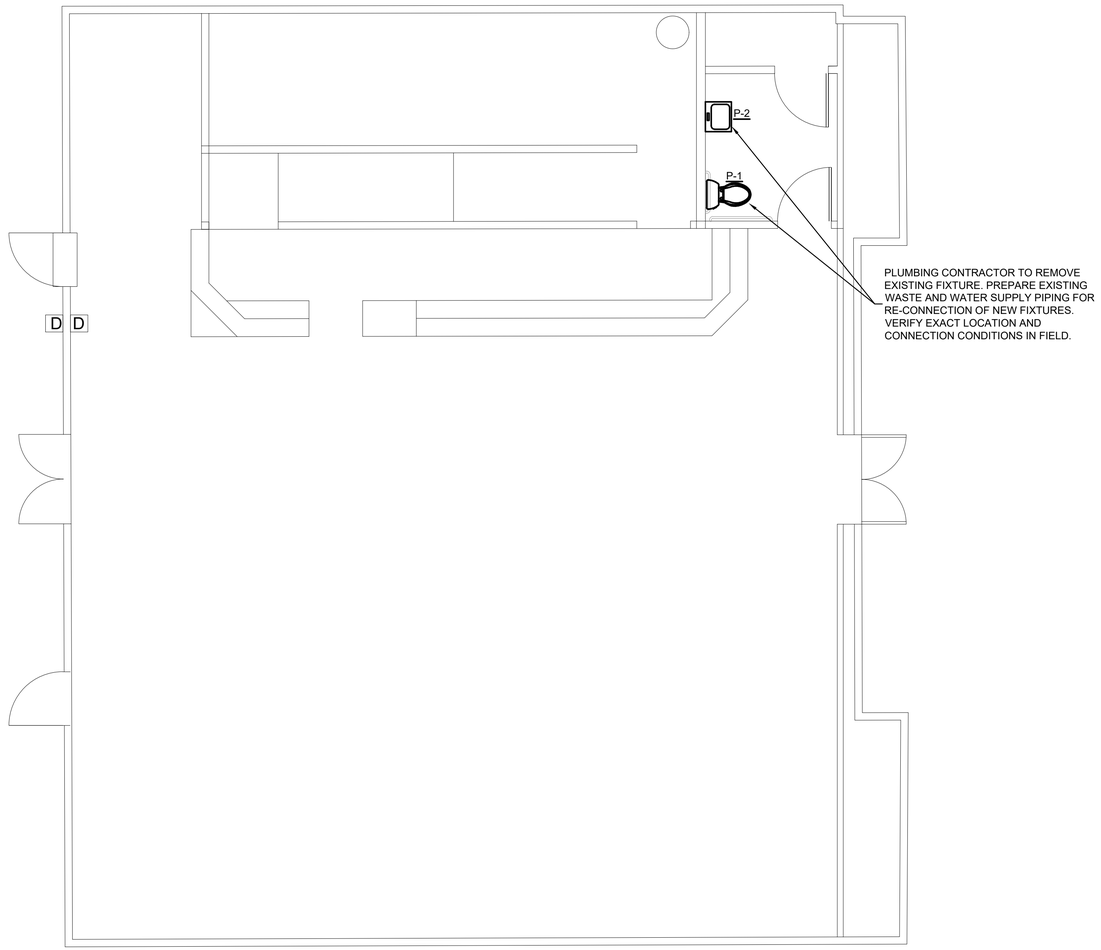
INSULATE ALL WATER PIPE, HORIZONTAL ROOF DRAIN PIPING, AND SANITARY SEWER PIPING WHICH RECEIVES CONDENSATE FROM MECHANICAL UNITS AND OR DISCHARGE FROM ICE MACHINES/MAKERS, ABOVE GRADE WITH 1" THICK FIBERGLASS PIPE INSULATION, 3 LB. DENSITY, GASTON-BARON SNAP-ON, OWENS CORNING FIBERGLASS, OR KNAUF WITH STANDARD VAPOR BARRIER JACKET. SEAL ALL SEAMS AND JOINTS WITH WATERPROOF MASTIC. IN EXPOSED INTERIOR AREAS, SUCH AS MECHANICAL ROOMS, COVER INSULATION WITH 10 OZ. CANVAS JACKET SECURED AND TREATED WITH AEROSOL ADHESIVE AND INSTALL PVC JACKETS AT ALL ELBOWS, JOINTS ETC. COVER INSULATION IN EXTERIOR EXPOSED AREAS WITH .016" CORRUGATED ALUMINUM JACKET. SECURE JACKET WITH BANDS AND SEAL WATER TIGHT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

PLUMBING CONTRACTOR TO FLUSH, CLEAN, AND SCOPE ALL BELOW SLAB WASTE PIPING WITH CAMERA PRIOR TO SLAB BEING POURED. CAMERA SCOPE SHALL TAKE PLACE IMMEDIATELY AFTER WATER HAS BEEN DRAINED FROM THE PIPE AND AFTER BACKFILL AND COMPACTION. AT THE CONTRACTOR'S OPTION, AN ADDITIONAL SCOPE MAY BE PERFORMED PRIOR TO BACKFILL. PROVIDE TAPE TO ENGINEER FOR REVIEW. IF AREAS OF BELOW SLAB PIPING ARE DETERMINED TO BE UNSATISFACTORY, THE CONTRACTOR SHALL REMOVE AND REPAIR PIPING TO A SATISFACTORY CONDITION. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL CAMERA BELOW SLAB PIPE, AND PROVIDE A TAPE OF FINAL CONDITIONS WITH DESCRIPTION OF PIPE LOCATION TO THE OWNER.



WATER HAMMER ARRESTOR DETAIL

NO SCALE



PLUMBING FLOOR PLAN

SCALE: 1/4" = 1' - 0"

PLUMBING FIXTURE SCHEDULE

SYMBOL	DESCRIPTION	CONNECTION			REMARKS
		CW	HW	WASTE	
P-1	WATER CLOSET - ADA	1/2"	———	3"	FLOOR MOUNTED TANK TYPE
P-2	LAVATORY - ADA	1/2"	1/2"	1-1/2"	RECT. WALL MOUNTED

PLUMBING LINETYPE LEGEND

- NEW SANITARY SEWER PIPING
- NEW VENT PIPING
- NEW COLD WATER PIPING
- NEW HOT WATER PIPING

SOUTH CAROLINA MECHANICAL ENGINEERING CONSULTING ASSOCIATES NO. C00097 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 18709 REGISTERED PHILIP P. CLAYTOR

01/08/26

MECA
Mechanical Engineering Consulting Associates, Inc.
2330 Main Street
Columbia, South Carolina
Phone: (803) 765-9421

Designed:	WMB
Approved:	PPC
Job No.:	23302.01
Plot Date:	01/08/26

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
VISITOR CENTER PLUMBING FLOOR PLANS

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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Drawn by:	WMB
Checked by:	PPC
Date:	01.08.2026
Drawing No.	P1.0

Mar 03, 2026 – 12:53pm N:\123000\23302.001\Template\P1.0.dwg.

SECTION 22 00 00
PLUMBING
PART 1 GENERAL

1.01 SPECIAL NOTE
A. The "General Conditions" and "Supplementary General Conditions" are part of the specifications. Work under this section of the specifications shall be governed by requirements thereunder. The use of the word "PROVIDE" in the specifications and on drawings shall mean: Furnish and install complete supplying all necessary labor and materials.
B. Refer to Section 230200 for general and specific requirements that apply to all sections of Divisions 22 and 23.

1.02 GENERAL REQUIREMENTS
A. Furnish all necessary labor, material, plant and equipment, including materials not specifically mentioned, but necessary to complete the job in a neat, correct and workmanlike manner.
B. The drawings and specifications shall be considered as supplementary, one to the other, so that materials and labor indicated, called for, or implied by the one and not by the other, shall be supplied and installed as though specifically called for by both.

1.03 SCOPE OF WORK
A. The intent of this specification, together with accompanying Plumbing Drawings is to provide a complete and operating plumbing installation, including, but not limited to the following principal items:
1. Install new plumbing fixtures, fittings, valves, etc. to provide a complete and operational plumbing system.
2. All fixtures, unless otherwise noted.
3. Connect new fixtures to existing water main inside building as shown on the plans. Field verify and coordinate exact size and location.
4. Connect new fixtures to existing sanitary sewer piping. Coordinate and field verify exact size, locations and inverts.

B. Bidders shall thoroughly familiarize themselves with conditions affecting this work, visiting the job site if necessary prior to submitting a bid.

1.04 DRAWINGS
A. Drawings are diagrammatic and do not indicate all offsets, fittings, and specialties. Examine other drawings, investigate conditions to be encountered and arrange work accordingly, furnishing all fittings, offsets, etc., required without extra charge.
B. Before construction of project starts, check location and inverts of existing and proposed pipes, sewers, and mains. Review other drawings for project, checking grades, elevations, locations of structural elements, locations and sizes of chases, type and method of construction of floors, walls and partitions. Report to Architect before start of construction any conflicts or unsatisfactory conditions. In no case shall Contractor proceed in uncertainty. No extra charge will be approved after start of construction for work resulting from failure to follow these instructions.

1.05 PERMITS, LICENSES, AND FEES
A. Plumbing Contractor shall obtain and pay for all permits, licenses, fees and service charges required for execution of this work. This includes all water and sewer taps required to provide a complete and operational system.
B. Work shall be installed according to local Plumbing Code and shall meet Plumbing Inspector's approval. Local codes shall apply where such codes exceed requirements of this specification. In absence of codes or authorities, install all work according to the 2021 International Plumbing Code

1.06 STANDARD COMPLIANCE
A. Installation of all plumbing and piping system shall also comply with the following criteria:
1. All valves shall be in accordance with AWWA C500 regulations.

1.07 MATERIALS AND WORKMANSHIP
A. All materials and equipment shall be new and free from flaws and defects of any nature. Materials called for are to be considered as standards of quality; this, however, implies no right on part of Contractor to substitute other materials and methods without written authority from Architect. Materials and equipment manufactured outside of the United States will not be acceptable.
B. All work shall be performed by skilled mechanics under competent supervision, employing latest and best practices of the trade.

1.08 SUBSTITUTIONS
A. Requests for written approval to substitute materials or equipment considered by the Contractor as equal to those specified, shall be submitted for approval to the Architect ten days before bids are taken. Refer to Division 01 front end document requirements for additional requirements for substitution requests. Requests shall be accompanied by samples, descriptive literature, and engineering information, as necessary to fully identify and appraise the product. No increase in contract sum will be considered when requests are not approved. If the item is found to be equal, the Architect will issue an Addendum making it a part of the Contract Documents prior to bidding. After bidding, no further changes will be considered.
B. Plumbing Contractor shall be responsible for determining that all products submitted for approval meet given space limitations and maintain all required clearances for proper access and service.

1.09 SUBMITTAL
A. The Engineer will review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be for general compliance with the design and with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be required to review and shall not be responsible for any deviation from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer be required to review partial submissions or those for which submissions for correlated items have not been made.
B. Prior to submittal of shop drawings to the Engineer, the General Contractor and the Plumbing Contractor shall review and approve shop drawings. Shop drawings which have not been reviewed and approved in writing by the Plumbing Subcontractor will not be reviewed by the Engineer. Plumbing Contractor shall state in writing on shop drawings, any proposed deviations from contract documents. Such deviations, if not stated in shop drawing submittals, shall be the sole responsibility of the Plumbing Subcontractor. Note: In addition to the General Contractor's approval and stamp, the first page of each shop drawing submittal must contain the words "APPROVED" or "APPROVED AS NOTED" and must be signed and dated by the Plumbing Subcontractor before the Engineer will review them.
C. Review rendered on shop drawings shall not be considered as a guarantee of measurements of building conditions. Where drawings are reviewed, said review does not mean that drawings have been checked in detail; said review does not in any way relieve this contractor from his responsibility or necessity of furnishing material or performing work as required by the contract drawings and specifications.
D. Architect and/or Engineer are not responsible for number of fixtures, units, etc. designated on Shop Drawings. Plumbing Contractor shall be fully responsible for providing the correct quantity to accomplish a complete job as specified and drawn.
E. Shop Drawings: After award of Contract, and before any materials of this Section are delivered to the job site, submit Shop Drawings to Architect in accordance with the requirements listed below and in accordance with the provisions of the Architectural Section of these Specifications.
1. After securing tentative approval on all items pending shop drawing submission, the contractor shall submit for approval, manufacturer's shop drawings of all equipment, and shop drawings to scale of all fabricated work furnished under this Section of the specifications including piping, fixtures, fittings, equipment layouts, supports and equipment foundation pad layout. Shop drawings shall be of scale large enough to clearly indicate all details of work. Plumbing/Mechanical rooms, pump rooms, water heater/boiler rooms shall be submitted on a scale of not less than 1/4-inch equals one foot.
2. Where colors or finishes are specified for products, a sample showing the color or finish shall be submitted with the shop drawings.
3. Where high efficiency motors have been specified, submit certification of motor efficiency with shop drawings for each motor of one horsepower or greater.
F. Material List: Accompanying the shop drawings, submit a complete list of all materials proposed to be furnished and installed under this Section, giving manufacturer's name and catalog number, sizes, capacities, model numbers, accessories and other pertinent information for each item to indicate full compliance with drawings and specifications; this shall in no way be construed as permitting substitution except as specifically provided in the Architectural Section of these specifications. Every device or piece of equipment herein specified by model and manufacturer shall be submitted for approval. Partial lists submitted from time-to-time will not be permitted.
G. Record Drawings: Contractor shall maintain on the job site one complete set of the plumbing drawings for this project. All changes authorized by the Architect as to the location, sizes, etc., of piping, fixtures, and other plumbing equipment shall be indicated in red ink on the plumbing drawings as the work progresses. At the completion of the project, Contractor shall deliver a complete set of "Record Drawing" prints of the plumbing drawings to the Architect.
H. Manual: Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the Owner through the Architect two copies each of a Manual compiled in accordance with the provisions of the Architectural Section of these specifications; and also include in each copy of the Manual a copy of the Record Drawings, operating and maintenance instructions, approved spare parts lists, name and address of local service representatives and all warranty certificates for new equipment.

1.10 CUTTING AND PATCHING
A. General Contractor will do all cutting, patching, and construction of chases within the building for this installation. Plumbing Contractor shall advise General Contractor well in advance of sizes and locations of all chases, openings, sleeves, etc., required for this installation. Failure to do so will result in Plumbing Contractor bearing costs for this phase of the work.

1.11 PROTECTION OF FIXTURES, EQUIPMENT AND MATERIALS
A. Protect all fixtures and equipment against damage of any nature. During construction, pipe openings, drains, etc. shall be protected with plugs or caps.

1.12 SPACE CONDITIONS
A. All materials and equipment shall conform to the space limitations. Maintain maximum headroom and space clearances at all points.

1.13 GUARANTEES
A. The Contractor agrees:
1. To correct defects in workmanship, materials, equipment and operation of system for a period of one year from date of acceptance. Equipment and materials, repaired or replaced are guaranteed for one year following date of correction.
2. To remove any item not specified or given approval and replace it with specified item.
3. Any item submitted for approval that does not conform to these specifications shall have accompanying note of exception.
4. That the system as installed shall comply with code requirements.
5. To repair any damage to building and equipment resulting from defects in workmanship, new materials, new equipment, and system operation.

PART 2 EQUIPMENT

2.01 PIPING
A. Water Piping:
1. All pipe shall conform to Chapter 6 of the 2021 edition of the International Plumbing Code.
2. All pipe, fittings, valves, faucets, etc., or any product used for dispensing potable water shall be fully compliant with the "Reduction of Lead in Drinking Water Act" and shall meet the requirements of NSF 61 and NSF 372 test standards.
3. Copper pipe shall be as manufactured by Mueller, Cerro, or Howell. Fittings shall be Nibco or Elkhart.
4. All fixtures shall have shock absorbers as specified to prevent "water hammer". All lavatories and sinks shall be furnished with hot and cold water shock absorbers by Souix Chief , "mini-rester" size AA, or equal product by PPP or Watts. All flush valves or other quick-closing devices shall be protected with specified shock absorbers. All plumbing fixtures are to be trapped and contain chrome plated stops and nipples on all supplies.
5. Furnish and install all water piping as indicated on plans using materials as tabulated below:
a. Water piping shall be copper, hard drawn, with wrought copper fittings, soldered (95-5). All new water lines above grade, within building shall be Type L. All new water lines below grade shall be Type K, copper.
B. Soil, Waste, Drain, and Vent Piping:
1. All pipe shall conform to Chapter 7 of the 2021 edition of the International Plumbing Code.
2. All cast iron soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute (CISPI) and be listed by NSF International.
3. Cast iron sewer pipe and fittings shall be asphaltum coated, bell and spigot type, conforming to ASTM Specification A-74 with rubber gaskets conforming to ASTM Specification C-564, or if specified below the no-hub type with stainless steel couplings with neoprene gaskets, conforming to CISPI Specification 301 or 310 and ASME Specification A-888 and C-1277 for shielded no-hub pipe. Each length of pipe and each fitting shall be plainly marked with the manufacturer's initials, or registered trademark, and with letters to indicate the proper classification as below:
SV----------Service
4. Plastic drain pipe shall be solid core schedule 40 PVC-DWV pipe, ASTM D-2665. Cellular core PVC is not acceptable. Each length of pipe and each fitting shall be plainly marked with the manufacturer's initials or registered trademark and shall have the NSF seal of approval CS-272-65-5.
5. Connection of soil and waste piping to existing sanitary sewer and fixtures shall be properly adapted for dissimilar materials.
6. Furnish and install all soil, waste, drain, and vent piping as indicated on plans using materials as specified below:
a. Soil, waste, drain, and vent piping above slab within building, shall be asphaltum coated standard weight cast iron no-hub pipe with no-hub fittings, and specified stainless steel couplings with neoprene gaskets and specified pipe restraint.
b. Soil, waste, drain, and vent piping below grade and below slab inside and outside of the building, shall be 40 PVC-DWV pipe, ASTM D-2665 with solvent fused DWV fittings.
7. Double combinations of any kind will not be allowed in PVC-DWV piping in the horizontal position.

2.02 ESCUTCHEONS
A. Furnish and install chrome plated floor and ceiling plates where pipes pass through walls, floors, and ceilings in exposed areas. Plates shall be Crane Co. No. 10-BC, or similar products by Grinnell Co., or approved equal.
B. All split ring escutcheons shall be secured to wall with screws aligned horizontally for a neat and permanent installation.
C. All slip-on type escutcheons shall be tight and secure to finished wall.

2.03 FIXTURES
A. Unless otherwise specified, all fixtures shall be products of a single manufacturer. Fixtures shall be new, first quality and complete with supply pipes, stop valves, traps, faucets, escutcheons, hangers, etc. All trim and exposed piping shall be chrome plated.
B. Fixture connections between earthenware fixtures and drainage pipes shall be means of cast brass flanges, caulked, soldered, or screwed to drainage pipes. Each connection shall be bolted using a graphite asbestos ring gasket fixtures and floor flanges.
C. Equal Products:
1. Water closet seats may be approved equal by Beneke, Bemis, Church, Olsenite, Centoco or the Fixture Manufacturer.
2. Faucets and Fittings are specified by Chicago. Approved equals by T&S Brass, Delta Commercial, or Moen Commercial.
3. Shock absorbers are specified by Souix Chief, but equals by Zurn, Jay R. Smith, Wade, or Josam are acceptable. All shock absorbers or water hammer arrestors shall meet the PDI sizing requirements.
D. Shop drawings shall be submitted regardless of manufacturer. Regardless of which manufacturer's product is being submitted the quality of those specified must be maintained.
E. Fixtures as specified on Drawings shall be manufactured by Kohler, or approved equals by American Standard.
F. Where sinks are installed in cabinets, contractor shall verify sink dimensions with cabinet shop drawings prior to ordering. Conflicts between cabinets and sinks shall be brought to the attention of the architect and engineer. Failure to follow these instructions shall result in the contractor bearing the cost of replacement in the event sinks do not fit the cabinets as constructed.

PLUMBING FIXTURE SCHEDULE

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION
P-1	Kohler	K-3979-0	HIGHLINE WATER CLOSET

Vitreous china, white, elongated, floor mounted, tank water closet with 12" rough-in, 16-1/2" rim height, and Kohler Class Five flushing system. Provide with seat by Bemis 1955SSCT elongated, white, plastic, open front less cover, and closet bolts and bolt caps. Provide with McGuire LFBV2166 convertible chrome plated brass, quarter turn ball valve ½" IPS x 3/8" compression loose key water closet stop and supply. Ensure trip lever is installed on wide side of toilet stall in accordance with ADA requirements.

P-2	Kohler	K-2032-0	GREENWICH LAVATORY

Vitreous china hand wash sink, 20-3/4" x 18-1/4", white, wall hung lavatory with overflow and "Chicago" No. 895-317ABCP centerset faucet with No. 317 wrist blade handles and No. E2805JKCP 0.5 gpm vandal proof aerator. Provide with McGuire 155A2 CP brass drain plug with strainer and 1-1/2" OD tail piece, McGuire LFBV2165CC convertible 1/4 turn ball valve 1/2" IPS x 3/8" compression loose key supply stops with 20" supplies and shallow bell CP flange and 8912 1-1/2" x 1-1/2" CP cast brass "P" trap. Also provide Zurn Carrier No. ZR-1224 or Z-1259-1 as wall construction dictates. Mount at ADA compliant height and provide lavatories with Truebro Lav-Guard2 insulation kit Model No. 102 E-Z W (white).

2.04 AIR CHAMBERS
A. Air chambers are not to be installed. Provide and install Souix Chief "mini-retser", size AA, or equal product by PPP or Watts, on hot and cold water supply pipe to each fixture or branch of fixtures, except where a water hammer arrester is shown for a bank of fixtures, in place of air chambers. Water hammer arresters shall be Souix Chief as specified in this specification and on plumbing drawings, or approved equal by Wade, J. R. Smith, Zurn or Josam.

PART 3 EXECUTION

3.01 TESTS
A. The Contractor shall conduct and bear the cost of all necessary tests of the plumbing work, furnishing all labor, power and equipment. The contractor shall notify the engineer at least forty-eight (48) hours prior to all testing. Any test conducted without the Engineer present shall be considered as having not been performed, and such systems shall be retested in the presence of the Engineer at the expense of the contractor.
B. Any delays or additional cost to the project that result from the failure of the contractor to properly test all systems shall be the sole responsibility of the contractor.

3.02 DISINFECTING WATER PIPING
A. Before being placed in service, all new water piping and repaired portions of existing piping shall be thoroughly flushed then chlorinated with not less than fifty parts per million (50 ppm) of available chlorine. Chlorine gas or seventy percent high-test calcium hypochlorite can be used. Water from the existing distribution system or other source of supply shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine. The solution shall be retained in the pipeline for not less than twenty-four (24) hours and a chlorine residual of 10 ppm shall be available at this time. Then the system shall be flushed with potable water and the sampling program started.
B. Sampling shall consist of taking two (2) or more successive sets of samples, taken at 24-hour intervals and tested by a State approved private laboratory. Test results shall indicate bacteriologically satisfactory water. Should any reports be unfavorable, the entire treatment and sampling process shall be repeated. Satisfactory test results shall be submitted to the appropriate governmental agency.

3.03 CLEAN UP
A. Prior to acceptance of the building, thoroughly clean all exposed portions of the plumbing installation, removing all labels and all traces of foreign substances, using a cleaning solution approved by the manufacturer of the plumbing item and being careful to avoid all damage to finished surfaces.

END OF SECTION

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
VISITOR CENTER PLUMBING SPECIFICATION

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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SOUTH CAROLINA MECHANICAL ENGINEERING CONSULTING ASSOCIATES NO. C00097 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 18709 REGISTERED PHILIP P. CLAYTON
01/08/26

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Drawn by: WMB
Checked by: PPC
Date: 01.08.2026
Drawing No.
P2.0

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RACEWAY MATERIAL USE TABLE

APPLICATION		EMT	IMC	GRS	RAC	ENT	SCH. 40 PVC	HDPE	(2) AC/MC CABLE	MFD. WIRING
CONTRACTOR MAY USE ANY MATERIAL MARKED (●) FOR APPLICATION LISTED. IF MATERIAL IS NOT MARKED FOR AN APPLICATION, IT SHALL NOT BE USED FOR THAT APPLICATION.										
BRANCH CIRCUITS	CONCEALED ABOVE CEILING	●	●	●	●				●	
	CONCEALED IN WALLS	●	●	●	●				●	
	EXPOSED FROM FLOOR TO 7'-0" A.F.F. (INTERIOR)		●	●	●					
	EXPOSED FROM 7'-0" A.F.F. AND ABOVE (INTERIOR)	●	●	●	●	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED		NOT PERMITTED
	IN OR UNDER CONCRETE FLOORS		● (1)	● (1)						
	OUTDOORS - BELOW GRADE		● (1)	● (1)						
	OUTDOORS - EXPOSED		●	●	●					
	STUB-UPS BELOW PANELS & ENCLOSURES		●	●	●					
FEEDER CONDUITS			●	●	●					
SERVICE ENTRANCE			●	●						

(1) WITH BITUMINOUS COATING. SEE SPEC.

(2) HOMERUNS SHALL BE WIRE IN CONDUIT

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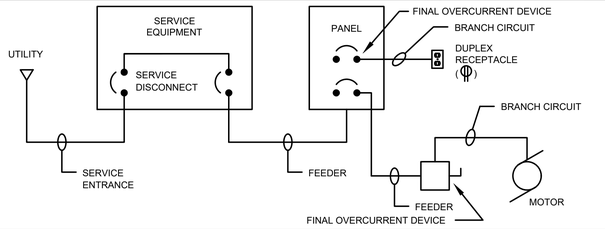

ABBREVIATIONS

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THE FOLLOWING STANDARD ABBREVIATIONS ARE USED IN THESE PLANS AND SPECIFICATIONS. CONTRACTOR IS CAUTIONED THAT ALL ABBREVIATIONS LISTED MAY NOT BE USED; CONSULT PLANS AND SPECIFICATIONS FOR ABBREVIATIONS APPLICABLE TO THIS PROJECT.

A.F.F.	ABOVE FINISHED FLOOR
B.F.F.	BELOW FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
B.F.G.	BELOW FINISHED GRADE
U.N.O.	UNLESS NOTED OTHERWISE
CKT.	CIRCUIT
C.	CONDUIT
E.C.	EMPTY CONDUIT
FLX.	FLEXIBLE CONDUIT
WFLX	WEATHERPROOF FLEXIBLE CONDUIT
EWC	ELECTRIC WATER COOLER
EHWH	ELECTRIC WATER HEATER
VF	VENTILATING FAN
CEF	VENTILATING FAN (CEILING EXHAUST FAN)
AHU	AIR HANDLING UNIT
FCU	FAN COIL UNIT
CU	CONDENSING UNIT
RTU	ROOF TOP HEATING/COOLING UNIT
P	PUMP
HP	HEAT PUMP OR HORSEPOWER

BRANCH CIRCUIT WIRING - HASHMARK CODE

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NO SCALE

BRANCH CIRCUITS SHOWN ON THESE DRAWINGS MAY INCLUDE HASHMARKS WHICH INDICATE THE NUMBER OF WIRES TO BE PROVIDED IN A CONDUIT RUN BETWEEN OUTLETS OR JUNCTION BOXES. WIRE SIZES SHALL BE AS TABULATED IN PANELBOARD SCHEDULES UNLESS OTHERWISE INDICATED ON PLAN. SEE SYMBOL SCHEDULE FOR CONDUIT ROUTING NOTATION. HASHMARK CODE IS AS FOLLOWS:

EACH PHASE AND NEUTRAL WIRE IN A CONDUIT RUN IS REPRESENTED BY A HASHMARK. FOR EXAMPLE -

- TWO WIRES (NO HASHMARKS)
- THREE WIRES (3 HASHMARKS)
- FOUR WIRES (4 HASHMARKS)
- FIVE WIRES (5 HASHMARKS)

. . . AND SO FORTH.

NOTE: GROUND WIRES ARE NOT GENERALLY SHOWN. EXAMINE SPECIFICATIONS AND GENERAL NOTES TO DETERMINE REQUIREMENTS FOR GROUND WIRES AND WHERE SPECIFIED, PROVIDE IN ADDITION TO THE NUMBER OF WIRES INDICATED BY HASHMARK CODE.

NOTE: CONTRACTOR IS CAUTIONED THAT MULTIWIRE (LINE-TO-NEUTRAL) BRANCH CIRCUITS DO NOT INDICATE ALL REQUIRED NEUTRAL CONDUCTORS. PROVIDE SEPARATE NEUTRAL CONDUCTORS (WITH COLORED STRIPE TO MATCH PHASE CONDUCTOR) FOR EACH PHASE CONDUCTOR.

EMPTY CONDUITS ARE NOTED BY "EC" WITH TRADE SIZE.

GENERAL NOTES

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1. DO NOT SCALE DRAWINGS UNLESS DIMENSIONS ARE SHOWN. LOCATE OUTLETS AND EQUIPMENT AS OBVIOUSLY INDICATED AND COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS.
2. MINIMUM SIZE CONDUCTOR FOR POWER SHALL BE NO. 12 AWG.
3. ALL FUSES SHALL BE DUAL-ELEMENT TYPE, "FUSETRON" BY BUSSMAN, OR "ECON" BY ECONOMY.
4. BRANCH CIRCUIT SIZES ARE AWG 12-1/2"C. UNLESS OTHERWISE NOTED IN PANELBOARD SCHEDULES.
5. ALL BRANCH CIRCUIT LOADS SHALL BE BALANCED ACROSS PANELBOARD BUSSES TO OBTAIN MINIMUM NEUTRAL CURRENT.
6. ALL FLEXIBLE CONDUIT SHALL CONTAIN A GREEN WIRE BONDED TO RIGID RACEWAY, BOX OR FIXTURE AT EACH END OF FLEX. SIZE GROUND WIRE PER N.E.C. TABLE 250-122.
7. PROVIDE PULL CORD IN ALL EMPTY RACEWAYS.
8. ALL ELECTRICAL WORK ABOVE CEILINGS UTILIZED AS RETURN AIR PLENUMS SHALL COMPLY WITH N.E.C. AND LOCAL CODES FOR WIRING USED IN ENVIRONMENTAL AIR.
9. COORDINATE WITH OTHER TRADES TO CONCEAL ELECTRICAL WORK AND PROVIDE OUTLETS IN CORRECT LOCATIONS FOR EACH PIECE OF MECHANICAL OR ELECTRICAL EQUIPMENT CONNECTED.
10. COORDINATE DEVICE REQUIREMENTS AND MOUNTING HEIGHTS FOR ELECTRIC WATER COOLERS, HAND DRYERS, SINKS, THRU-WALL UNITS AND THE LIKE WITH EQUIPMENT FURNISHED.
11. CONCEAL OUTLETS FOR ALL EQUIPMENT IN FINISHED AREAS. OBTAIN ROUGHING DIAGRAMS FOR ALL EQUIPMENT AND INSTALL ELECTRICAL WORK IN LOCATIONS AND HEIGHTS ACCORDING TO DIAGRAMS.
12. IN GENERAL, REFER TO DETAILS AND SYMBOL SCHEDULE FOR STANDARD DEVICE MOUNTING HEIGHTS. STUDY ARCHITECTURAL ELEVATIONS, SECTIONS AND CASEWORK DETAILS PRIOR TO ROUGHING AND ADJUST MOUNTING TO AVOID CONFLICTS, INCLUDING BACKSPLASHES. ALL DEVICE MOUNTING SHALL BE IN ACCORDANCE WITH ADA/ANSI A117.1.
13. CONTRACTOR SHALL VERIFY ALL DOOR SWINGS PRIOR TO ROUGHING - LOCATE SWITCHES AND OTHER DEVICES ACCORDINGLY.
14. MOUNT BRACKET TYPE LIGHTING FIXTURES AT HEIGHTS SHOWN OR SCHEDULED ON DRAWINGS OR AS DIRECTED ON JOB BY ARCHITECT, U.N.O.
15. ALL PENETRATIONS THRU WALLS, FLOORS, BARRIERS, PARTITIONS AND THE LIKE SHALL BE SEALED TIGHT. SEAL ALL PENETRATIONS THRU SMOKE TIGHT PARTITIONS WITH U.L. LISTED ASSEMBLIES OR METHODS. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF SMOKE PARTITIONS.
16. FIRESTOP ALL RACEWAYS PASSING THRU FIRE-RATED WALLS, FLOORS OR PARTITIONS. USE U.L. LISTED THROUGH-PENETRATION FIRESTOP SYSTEMS APPROPRIATE FOR CONSTRUCTION AND WITH RATING EQUAL TO THAT BEING PENETRATED. SUBMIT SHOP DRAWINGS FOR SYSTEM(S) PROPOSED. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS AND RATINGS.
17. ALL TYPEWRITTEN PANELBOARD DIRECTORIES, FIRE ALARM PROGRAMMING, LIGHTING CONTROL PROGRAMMING, LABELING AND THE LIKE SHALL UTILIZE FINAL OPERATIONAL ROOM NAMING SYSTEM AND SHALL REFLECT FINAL ROOM DESIGNATIONS. COORDINATE WITH ARCHITECT AND OWNER FOR FINAL NAMING.
18. HANGER WIRES SHALL NOT CONFLICT/TOUCH OTHER TRADES/EQUIPMENT.

ELECTRICAL SYMBOLS

	LIGHTING FIXTURE. CEILING (WALL MOUNT)	EX	EXISTING; TO REMAIN
	FIXTURE INDICATED, CONNECTED TO EMERGENCY POWER SOURCE	ER	EXISTING; BEING RELOCATED
	LIGHTING FIXTURE	EN	EXISTING; NEW LOCATION
	LIGHTING FIXTURE, CONNECTED TO EMERGENCY POWER SOURCE	$	TOGGLE SWITCH
	EXIT LIGHT	$M	MOTOR RATED TOGGLE SWITCH
	EMERGENCY LIGHT UNIT		WALL SWITCH - OCCUPANCY SENSOR 48" UP
T	TRANSFORMER		TELEPHONE OUTLET (HIGH MOUNT)
	PANELBOARD		DATA OUTLET (HIGH MOUNT)
	SAFETY SWITCH		TELEPHONE/DATA OUTLET (HIGH MOUNT)
	ENCLOSED, MOLDED CASE CIRCUIT BREAKER		PUSHBUTTON
	MOTOR CONTROLLER OR CONTACTOR		BUZZER, BELL OR CHIME
T	FLUSH JUNCTION BOX CEILING (WALL)	E	CONNECTION TO EXISTING CIRCUIT
	TRANSIENT VOLTAGE SURGE SUPPRESSOR(TVSS)		BRANCH CIRCUIT RACEWAY - CONCEALED IN WALL OR CEILING
	ELECTRIC MOTOR		BRANCH CIRCUIT RACEWAY - CONCEALED IN FLOOR OR UNDERGROUND
	CONDUIT STUB		BRANCH CIRCUIT RACEWAY - EXPOSED
	DUPLEX RECEPTACLE (HIGH MOUNT)		
WP	WEATHERPROOF DUPLEX RECEPTACLE. 16" UP		TYPICAL: SYMBOLS DENOTE EXISTING. REMOVE COMPLETE.
GFI	GROUND FAULT INTERRUPTER RECEPTACLE		TYPICAL: "X" ON PLAN SYMBOLS DENOTES EXISTING. REMOVE COMPLETE.

NOTE: ALL DEVICES SHOWN ON THIS SCHEDULE ARE SYMBOLIC ONLY. SEE ELECTRICAL SPECIFICATIONS FOR EXACT DEVICE REQUIREMENTS AND PERFORMACE CHARACTERISTICS.

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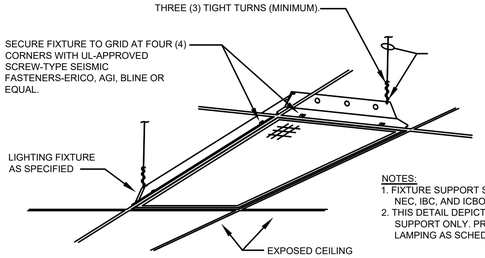

NOTES:
1. FIXTURE SUPPORT SHALL COMPLY WITH NEC, IBC, AND ICBO AC184 REQUIREMENTS.
2. THIS DETAIL DEPICTS TYPICAL FIXTURE SUPPORT ONLY. PROVIDE LENS AND LAMPING AS SCHEDULED.

RECESSED FIXTURE - TYPICAL HANGER SUPPORT

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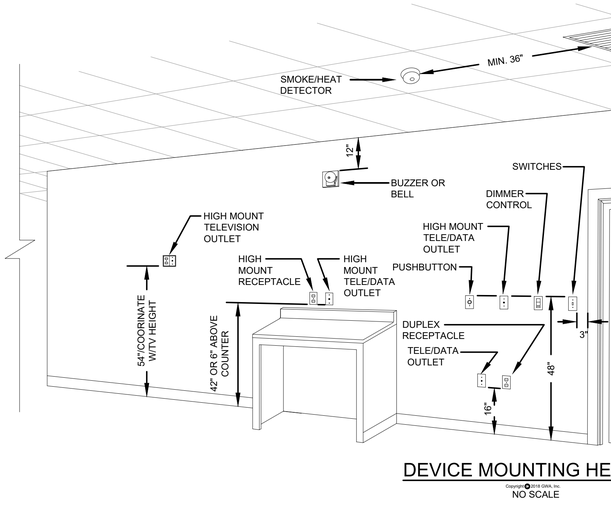
NO SCALE

ASTM A641, 12 GAUGE HANGER WIRES AT TWO (2) DIAGONALLY OPPOSITE CORNERS. SECURELY FASTEN TO BUILDING STRUCTURE.



COMPRESSION TYPE CONDUIT FITTING

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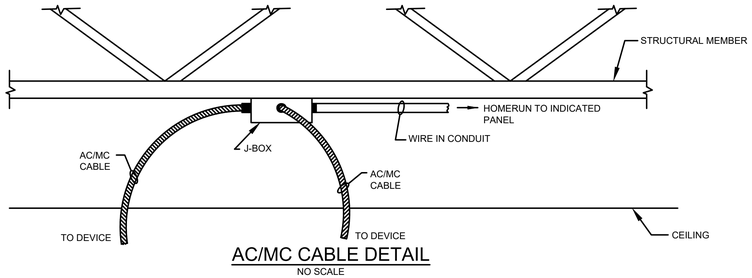
NO SCALE



AC/MC CABLE DETAIL

NO SCALE

NOTE TO AC/MC CABLE DETAIL:

1. UPON COMPLETION OF WORK AND PRIOR TO INSTALLATION OF GYPSUM WALLBOARD, THE SYSTEM SHALL BE FREE OF SHORTS, GROUND FAULTS, AND OPEN CIRCUITS. TEST SYSTEMS AS REQUIRED AND FURNISH THE ENGINEER A TEST REPORT.
2. PROVIDE RED METALLIC RACEWAYS FOR ALL FIRE ALARM CONDUCTOR AND CABLES. AC/MC CABLE NOT PERMITTED.
4. DO NOT BUNDLE OR STACK TOGETHER MORE THAN 10 AC/MC CABLES.
5. SEE MATERIAL RACEWAY USE TABLE.

DEVICE MOUNTING HEIGHTS

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NO SCALE

Revisions	Date

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

ELECTRICAL NOTES, SCHEDULES, AND DETAILS – 1

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
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01.08.2026

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Checked by:	CAW
Date:	1.08.2026
Drawing No.	E001

GWA: 23302.001

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Mar 03, 2026 – 3:59pm L:\23-x\23302.up\23302.001\Working\23302.001 Electrical Details.dwg.

DEMOLITION NOTES

1. BIDDERS SHALL VISIT THE SITE OF WORK PRIOR TO BIDDING AND SHALL INCLUDE IN BID ALL WORK REQUIRED TO PROVIDE NEW WORK AND TO MODIFY EXISTING WORK AS REQUIRED TO CONTINUE IN OPERATION.
2. DEMOLITION WORK SHALL COMPLY WITH ANSI 10.6, NFPA 241, OSHA, AHERA AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL STANDARDS, CODES AND GUIDELINES.
3. CONTRACTOR IS CAUTIONED THAT DEMOLITION PLANS ARE BASED ON RECORD DRAWINGS AND VISUAL FIELD OBSERVATION AND ARE INTENDED TO COMMUNICATE INTENT OF DEMOLITION AND DO NOT INDICATE EVERY COMPONENT OF ELECTRICAL SYSTEMS.
4. OWNER SHALL RETAIN FIRST RIGHT OF REFUSAL ON ELECTRICAL EQUIPMENT BEING DEMOLISHED. PRIOR TO BEGINNING DEMOLITION WORK, CONTRACTOR SHALL WALK DEMOLITION AREA WITH OWNER REPRESENTATIVE AND IDENTIFY ITEMS TO BE REMOVED AND TURNED OVER TO OWNER. ALL SUCH ITEMS SHALL BE CAREFULLY REMOVED, PROTECTED AND DELIVERED TO OWNER.
5. EXISTING RACEWAY AND WIRING SYSTEMS REUSED AS PART OF THIS CONTRACT SHALL BE REWORKED AS REQUIRED TO COMPLY WITH REQUIREMENTS FOR NEW WORK AND CURRENT CODES AND STANDARDS.
6. CONTRACTOR SHALL EXAMINE DEMOLITION AND NEW WORK PLANS FOR ALL TRADES AND INCLUDE IN BID ALL REQUIRED REWORK AND/OR RELOCATION OF EXISTING RACEWAY, JUNCTION BOXES, DEVICES, WIRING SYSTEMS AND THE LIKE AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.
7. SEE ARCHITECTURAL DRAWINGS FOR DEMOLITION FLOOR PLAN. EXAMINE WORK TO BE DONE AND PROVIDE ALL ELECTRICAL WORK REQUIRED FOR DEMOLITION.
8. SEE MECHANICAL DRAWINGS FOR EXTENT OF DEMOLITION WORK REQUIRED. REMOVE ELECTRICAL WORK COMPLETE FOR MECHANICAL SYSTEMS BEING REMOVED BY OTHERS. CONTRACTOR IS CAUTIONED THAT THIS EQUIPMENT MAY BE LOCATED OUTSIDE OF GENERAL DEMOLITION AREA (SUCH AS IN MECHANICAL ROOMS, MEZZANINES, ROOFTOP OR SIMILAR LOCATIONS).
9. INCLUDE IN BID ALL WORK REQUIRED FOR TEMPORARY WIRING AND ASSOCIATED ELECTRICAL WORK REQUIRED TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING DEMOLITION PHASE. INTERRUPTIONS IN ANY ELECTRICAL SERVICE OR SYSTEM (POWER, LIGHTING, COMMUNICATION, FIRE ALARM, ETC.) SHALL BE COORDINATED WITH AND APPROVED BY OWNER A MINIMUM OF 48 HOURS PRIOR TO PERFORMING WORK U.N.O.
10. ELECTRICAL DEMOLITION GENERALLY INCLUDES REMOVAL OF EXISTING OUTLETS, DEVICES, AND OTHER ELECTRICAL COMPONENTS. WHERE ALL CIRCUIT LOADS ARE REMOVED, DEMOLISH CIRCUITS BACK TO PANELBOARD(S). WHERE ONLY PORTIONS OF CIRCUIT LOADS ARE REMOVED, REWORK CIRCUITS BY EXTENSION AND RECONNECTION TO CONTINUE REMAINING LOADS IN SERVICE BEYOND THE DEMOLITION AREA.
11. WIRING SYSTEMS SHALL BE REMOVED BACK TO THE SOURCE OF SUPPLY UNLESS NOTED OTHERWISE. CIRCUIT BREAKERS, FUSIBLE SWITCHES, ETC. SUPPLYING LOADS DEMOLISHED AS PART OF THIS CONTRACT SHALL BE LABELED AS SPARE AND SET TO THE OFF POSITION.
12. PROVIDE REVISED CIRCUIT DIRECTORIES IN ALL PANELBOARDS AFFECTED BY NEW OR DEMOLITION WORK. INDICATE ALL LOADS, NEW, SPARE OR MODIFIED.
13. FOR ALL LIGHTING BEING RELOCATED OR NOTED AS EXISTING TO REMAIN, REMOVE, CLEAN, RE-LAMP AND REINSTALL COMPLETE IN LOCATIONS AS INDICATED ON NEW WORK PLANS. PROVIDE NEW CONTROL AS INDICATED.
14. ALL ELECTRICAL COMPONENTS AND DEVICES INDICATED AS TO REMAIN OR TO BE RELOCATED SHALL BE PROTECTED AGAINST DAMAGE DURING DEMOLITION PROCESS AND CLEANED PRIOR TO BEING RESTORED INTO SERVICE.

LIGHTING FIXTURE SCHEDULE

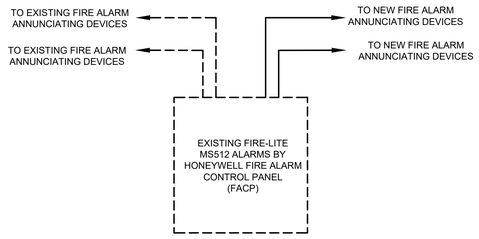
SYMBOL	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	FIXTURE WATTAGE	NOTES
A	2' x 4' LED LAY-IN (CENTER BASKET)	LITHONIA	STAKS - 2X4 - ALO6 - SWW7 - UVOLT	120V	39W	RECESSED-CEILING.
B	4" UTILITY STRIP	LITHONIA	CSS - L48 - ALO3 - MVOLT - MINIO - SWW3 - 80CRI	120V	30W	CHAIN HUNG FROM STRUCTURE.
C	6" LED RECESSED DOWNLIGHT	JUNO	WF6-SWW5-90 CRI-*	120V	13W	RECESSED-CEILING.
D	EMERGENCY REMOTE HEAD	LITHONIA	ERE-*-SGL-WP-SQ	120V	0.75W	WALL-MOUNT ABOVE EXTERIOR DOOR, * DENOTES FINISH AS DIRECTED BY ARCHITECT.
EXIT	COMBINATION EMERGENCY EXIT/EGRESS FIXTURE	LITHONIA	LHQM-S-W-RG-MVOLT-HO	120V	5W	RECESSED-CEILING.
EM	EMERGENCY LIGHTING UNIT	LITHONIA	ELM4L	120V	4W	WALL MOUNT PER GENERAL NOTES.

NOTES TO LIGHTING FIXTURE SCHEDULE

1. LOCATE ALL FIXTURES IN STRICT ACCORDANCE WITH ARCHITECTURAL REFLECTED CEILING PLAN.
2. PROVIDE ALL HALF-SHADED FIXTURES WITH EMERGENCY BATTERY UNIT, BODINE, IOTA, DUAL-LITE OR EQUAL. BATTERY UNITS SHALL BE DESIGNED AND RATED FOR USE WITH LED LUMINAIRES AND OF APPROPRIATE TYPE AND WATTAGE TO SUIT LED DRIVERS FURNISHED - MINIMUM 90 MINUTE RATING. CONNECT COMPLETE TO UPON CIRCUIT FAILURE, ON SWITCH ON-OFF WITH ROOM/AREA LIGHTING AND REGARDLESS OF SWITCH POSITION.

ELECTRICAL SPECIFICATIONS

1. PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND OPERATIONS AS REQUIRED FOR A COMPLETE, SAFE AND QUIETLY-OPERATING ELECTRICAL SYSTEM, FULLY ADJUSTED AND READY FOR USE.
2. PRIOR TO BIDDING, THIS CONTRACTOR SHALL VISIT THE JOBSITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND SHALL INCLUDE IN HIS BID ALL LABOR, MATERIAL AND OPERATIONS REQUIRED FOR A COMPLETE JOB.
3. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, PAY ALL TAXES AND FEES, UTILITY COMPANY CHARGES FOR SERVICE, INSPECTION FEES AND THE LIKE AS REQUIRED FOR THE SCOPE OF WORK INDICATED.
4. ALL WORK SHALL COMPLY WITH THE LATEST EDITIONS OF NEC, NFPA, IBC, AND ALL APPLICABLE STATE AND LOCAL CODES, REGULATIONS AND ORDINANCES.
5. WORKMANSHIP SHALL BE IN ACCORDANCE WITH BEST PRACTICE. COMPLY WITH NECA STANDARD OF INSTALLATION.
6. ALL MATERIALS INSTALLED SHALL BE NEW, CLEAN, IN GOOD CONDITION AND SHALL MEET THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES, INC. WHERE UL STANDARDS ARE ESTABLISHED FOR THOSE ITEMS. MATERIALS SHALL BE CLASSIFIED AND DESIGNED FOR THE PURPOSE USED. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND GUIDELINES.
7. ALL WORK, MATERIALS, EQUIPMENT AND INSTALLATION SHALL BE WARRANTIED BY THE CONTRACTOR FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. THIS DOES NOT SUPERCEDE MANUFACTURER'S WARRANTIES WHICH MAY EXTEND BEYOND ONE YEAR.
8. PROVIDE ALL CUTTING, PATCHING, PENETRATIONS AND SIMILAR OPERATIONS AS REQUIRED FOR NEW WORK. RELOCATION OF EXISTING CONDUIT, EQUIPMENT, WIRING, ETC. AS REQUIRED FOR INSTALLATION OF NEW SYSTEM IS INCLUDED IN THIS WORK.
9. THE CONTRACTOR IS CAUTIONED THAT THE PROJECT MAY BE CONSTRUCTED IN PHASES TO ACCOMMODATE OWNER'S USE OF THE FACILITY. VERIFY PHASING REQUIREMENTS PRIOR TO BIDDING AND COOPERATE IN ALL RESPECTS WITH OTHER CONTRACTORS AND TRADES ON THE JOB TO CARRY OUT THE WORK WITH MINIMAL DISRUPTION OF BOTH THE OWNER'S REQUIREMENTS AND CONSTRUCTION OF THE PROJECT.
10. COORDINATE ALL WORK WITH OTHER TRADES TO AVOID CONFLICTS, CONCEAL ELECTRICAL WORK AND PROVIDE ELECTRICAL WORK IN CORRECT LOCATIONS FOR EACH PIECE OF EQUIPMENT CONNECTED.
11. PROVIDE SEISMIC RESTRAINT OF NEW ELECTRICAL SYSTEMS AND EQUIPMENT IN ACCORDANCE WITH IBC.
12. ALL PENETRATIONS THROUGH WALLS, FLOORS, BARRIERS, PARTITIONS AND THE LIKE SHALL BE SEALED TIGHT. WHERE PENETRATIONS ARE THRU FIRE OR SMOKE RATED WALLS, FLOORS AND CEILINGS, PROVIDE A UL-LISTED THROUGH-PENETRATION ASSEMBLY WITH RATING EQUAL TO THAT BEING PENETRATED.
13. PROVIDE RACEWAYS FOR ALL CONDUCTORS AND CABLES.
14. PROVIDE FLEXIBLE METAL CONDUIT FOR CONNECTION TO ROTATING OR VIBRATING EQUIPMENT.
15. CONTRACTOR SHALL SIZE AND PROVIDE ALL REQUIRED PULL AND JUNCTION BOXES.
16. RACEWAYS SHALL BE CONTINUOUS BETWEEN OUTLETS/EQUIPMENT AND ENCLOSURES. BOND RACEWAY SYSTEM IN ACCORDANCE WITH NEC AND NECA INSTALLATION STANDARDS.
17. ALL DEVICES SHALL BE HEAVY DUTY, SPECIFICATION GRADE.
18. AIC RATING FOR ALL EQUIPMENT SHALL EXCEED AVAILABLE SHORT CIRCUIT CURRENT PRESENT AT EQUIPMENT LOCATION.
19. ELECTRICAL SUBCONTRACTOR SHALL SUBMIT FOR REVIEW BY THE ENGINEER DETAILED SHOP DRAWINGS OF ALL EQUIPMENT AND ALL MATERIAL LISTED BELOW. ALL SUBMITTAL DATA SHALL BE SUBMITTED AT ONE TIME. PARTIAL SUBMITTALS WILL NOT BE REVIEWED BY THE ENGINEER. NO MATERIAL OR EQUIPMENT FOR WHICH ENGINEER'S REVIEW IS REQUIRED SHALL BE DELIVERED TO THE JOB SITE OR INSTALLED UNTIL THIS CONTRACTOR HAS IN HIS POSSESSION THE REVIEWED SHOP DRAWINGS FOR THE PARTICULAR MATERIAL OR EQUIPMENT. THE SHOP DRAWINGS SHALL BE COMPLETE AS DESCRIBED HEREIN.
    - PRIOR TO SUBMITTAL OF SHOP DRAWINGS TO THE ENGINEER, THE GENERAL CONTRACTOR AND THE ELECTRICAL SUBCONTRACTOR SHALL REVIEW AND APPROVE SHOP DRAWINGS. SHOP DRAWINGS WHICH HAVE NOT BEEN REVIEWED AND APPROVED IN WRITING BY THE ELECTRICAL SUBCONTRACTOR WILL NOT BE REVIEWED BY THE ENGINEER. ELECTRICAL SUBCONTRACTOR SHALL STATE IN WRITING ON SHOP DRAWINGS, ANY PROPOSED DEVIATIONS FROM CONTRACT DOCUMENTS. SUCH DEVIATIONS, IF NOT STATED IN SHOP DRAWINGS SUBMITTAL, SHALL BE THE SOLE RESPONSIBILITY OF THE ELECTRICAL SUBCONTRACTOR. THIS CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS DIRECTED BY ARCHITECT OR, IF NO PROCEDURE IS SPECIFIED BY THE ARCHITECT, SUBMIT ONE ELECTRONIC .PDF COPY TO GWA@GWAINC.NET.
    - REVIEW RENDERED ON SHOP DRAWINGS SHALL NOT BE CONSIDERED AS A GUARANTEE OF MEASUREMENTS OF BUILDING CONDITIONS. WHERE DRAWINGS ARE REVIEWED, SAID REVIEW DOES NOT MEAN THAT DRAWINGS HAVE BEEN CHECKED IN DETAIL; SAID REVIEW DOES NOT IN ANY WAY RELIEVE THIS CONTRACTOR FROM HIS RESPONSIBILITY OR NECESSITY OF FURNISHING MATERIAL OR PERFORMING WORK AS REQUIRED BY THE CONTRACT DRAWINGS AND SPECIFICATIONS.
    - FAILURE OF CONTRACTOR TO SUBMIT SHOP DRAWINGS IN TIME FOR REVIEW BY ENGINEER WITH REASONABLE PROMPTNESS CONSISTENT WITH SOUND PROFESSIONAL PRACTICE SHALL NOT ENTITLE HIM TO AN EXTENSION OF CONTRACT TIME, AND NO CLAIM FOR EXTENSION BY REASON OF SUCH DEFAULT WILL BE ALLOWED.
    - THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR THE FOLLOWING MATERIALS AND EQUIPMENT FOR REVIEW BY ENGINEER: CIRCUIT BREAKERS, LIGHTING FIXTURES, FIRE ALARM DEVICES. WIRING DEVICES, BASIC MATERIALS (WIRE, CONDUIT, FITTINGS, CONNECTORS, GROUNDING COMPONENTS).
23. UPON COMPLETION OF WORK, PROVIDE FINAL CLEANING; REMOVE DEBRIS, WASTE, SURPLUS MATERIALS, RUBBISH AND CONSTRUCTION FACILITIES FROM THE SITE.
24. PROVIDE OWNER WITH TWO(2) COMPLETE SETS OF RECORD DRAWINGS AND OPERATION AND MAINTENANCE (O&M) MANUALS INCLUDING SHOP DRAWINGS, MAINTENANCE INSTRUCTIONS, SETTINGS AND WARRANTIES.
25. UPON COMPLETION OF WORK, THE SYSTEM SHALL BE FREE OF FAULTS, INCLUDING SHORT CIRCUITS, GROUNDS AND OPEN CIRCUITS AND LOADS SHALL BE BALANCED ACROSS PHASES TO MINIMIZE NEUTRAL CURRENT IN ALL FEEDERS AND BRANCH CIRCUITS.
26. UPON COMPLETION OF INSTALLATION AND TESTING, THIS CONTRACTOR SHALL INSTRUCT THE OWNER FULLY IN THE OPERATIONS, ADJUSTMENTS AND MAINTENANCE OF ELECTRICAL SYSTEM.



FIRE ALARM RISER DETAIL
NO SCALE

NOTES TO FIRE ALARM RISER

1. ALL WORK SHALL BE IN ACCORDANCE WITH IBC (2021), IFC (2021), NFPA 70 (2020), NFPA 72 (2019), NFPA 101 (2018), ADA (2010) AND ICC/ANSI A117.1 (2017) AND ALL LOCAL CODES AND REGULATIONS.
2. SYSTEM SHALL BE MULTIPLEX TYPE TO MATCH EXISTING. ALL DEVICES AND SYSTEM COMPONENTS SHALL BE UL LISTED FOR APPLICATION.
3. ALL STROBES SHALL BE SYNCHRONIZED.
4. ALL CONDUCTORS SHALL BE INSTALLED IN RACEWAYS. RACEWAYS SHALL BE METALLIC CONDUIT, MINIMUM 3/4" SIZE.
5. PROVIDE SURGE PROTECTION FOR NEW ANNUNCIATION AND INITIATING CIRCUITS. EQUIPMENT SHALL BE UL LISTED FOR APPLICATION AND INSTALLED IN ACCORDANCE WITH MANUFACTURER GUIDELINES.
6. FIELD ADJUST SMOKE DETECTOR SPACING IN CORRIDORS AS REQUIRED TO MAINTAIN MIN. 3'-0" SEPARATION FROM AIR REGISTERS. MAINTAIN MAXIMUM 30'-0" SPACING BETWEEN DETECTORS AND 3'-0" FROM DOOR HOLD OPEN DEVICES.
7. CONTRACTOR SHALL FIELD VERIFY TRANSPONDER, EXTENDER PANEL AND FIRE ALARM J-BOX LOCATIONS AND COORDINATE FINAL LOCATIONS WITH OWNER PRIOR TO ROUGHING. PROVIDE SMOKE DETECTORS AT ALL NEW CONTROL PANELS IN ACCORDANCE WITH NFPA 72.
8. CONTRACTOR SHALL COORDINATE FIRE ALARM DEVICE LOCATIONS TO AVOID CONFLICT WITH CONDITIONS SUCH AS STRUCTURAL COMPONENTS, BULKHEADS AND THE LIKE. ADJUST AS REQUIRED, MAINTAINING COMPLIANCE WITH NFPA 72.
9. INSTALL ALL STROBE AND COMBINATION DEVICES WITHIN 15' FROM THE END OF CORRIDORS IN ACCORDANCE WITH NFPA 72.
10. LABEL FIRE ALARM ANNUNCIATION DEVICES AS DIRECTED BY A.H.J.

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
ELECTRICAL NOTES, SCHEDULES, AND DETAILS – 2
600 BEITLINE BOULEVARD COLUMBIA, SC 29205 (803)798-9525

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

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GWA, INC. ELECTRICAL ENGINEERS No. C00825 — REGISTERED PROFESSIONAL ENGINEER
No. 19845 — REGISTERED PROFESSIONAL ENGINEER
01.08.2026

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Checked by:	CAW
Date:	1.08.2026
Drawing No.	E002

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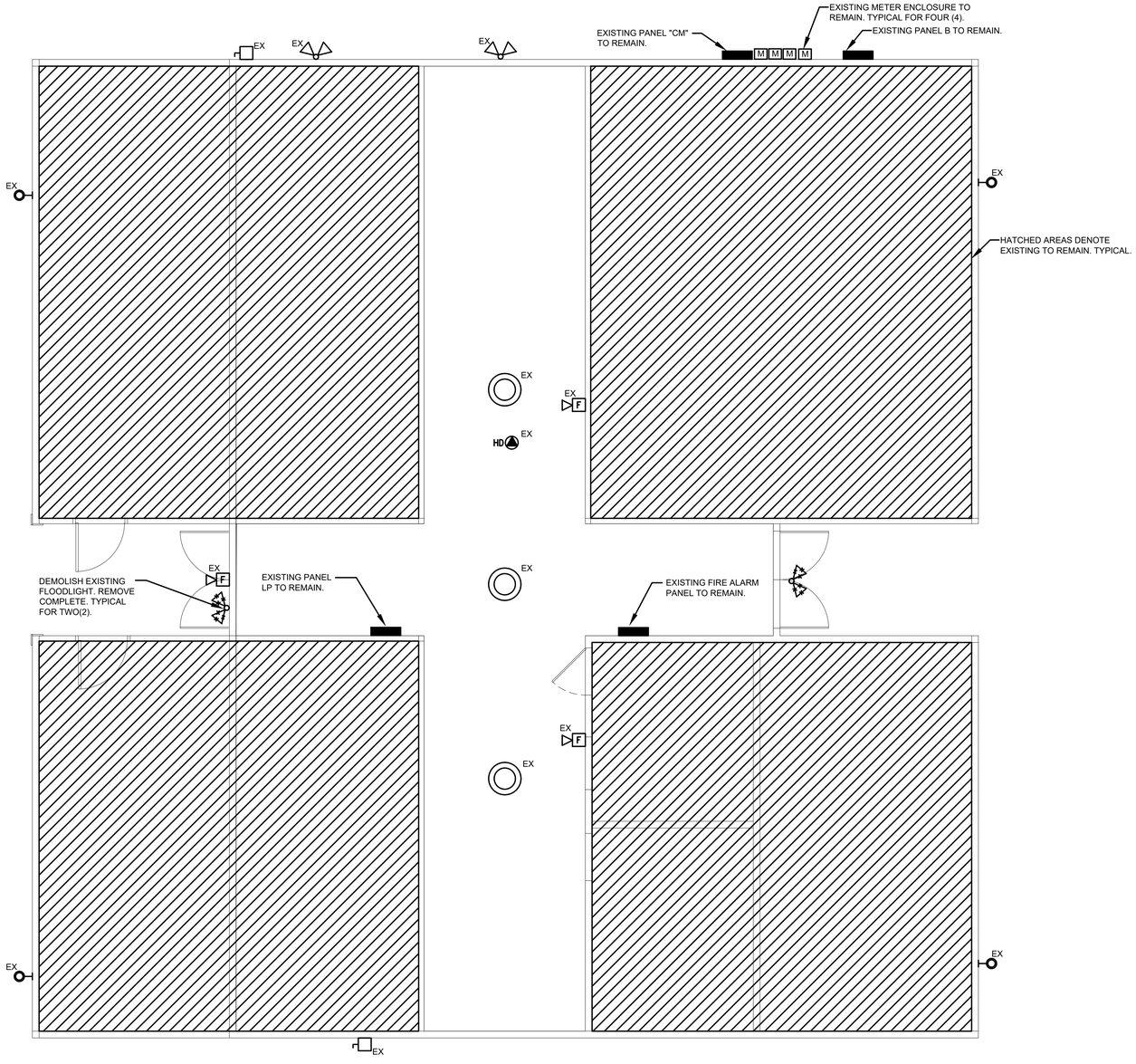

RED BARN ELECTRICAL DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

EXISTING PANEL - EXISTING CONDITIONS

SCHEDULE - PANELBOARD LP TYPE: ■ NQOD ☐ I-LINE VOLTAGE ■ 240/120V, 1Ø, 3W MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING
☐ LDCTR ☐ 208/120V, 1Ø, 3W ACCESSORY: ☐ FEED-THRU LUGS
200 AMP ■ MLO ☐ MCB TOTAL SPACES 40

NO.	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	C	BUSSING A	C	LOAD KVA A	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO.
1	EXISTING LOAD		20	1											2	30		EXISTING LOAD	2
3	EXISTING LOAD		20	1											"	"		"	4
5	EXISTING LOAD		20	1											2	30		EXISTING LOAD	6
7	EXISTING LOAD		20	1											"	"		"	8
9	EXISTING LOAD		20	1											2	60		EXISTING LOAD	10
11	EXISTING LOAD		20	1											"	"		"	12
13	EXISTING LOAD		30	2											1	20		EXISTING LOAD	14
15	"		"												1	20		EXISTING LOAD	16
17	EXISTING LOAD		20	1											1	20		EXISTING LOAD	18
19	SPACE ONLY														1	20		EXISTING LOAD	20
21	EXISTING LOAD		20	1											2	25		EXISTING LOAD	22
23	EXISTING LOAD		20	1											"	"		"	24
25	EXISTING LOAD		20	1											2	30		EXISTING LOAD	26
27	EXISTING LOAD		20	1											"	"		"	28
29	EXISTING LOAD		20	1											2	20		EXISTING LOAD	30
31	EXISTING LOAD		20	1											"	"		"	32
33	EXISTING LOAD		30	1											2	30		EXISTING LOAD	34
35	EXISTING LOAD		20	1											"	"		"	36
37	EXISTING LOAD		20	1											1	20		EXISTING LOAD	38
39	EXISTING LOAD		20	1											1	20		EXISTING LOAD	40

CONNECTED LOAD, KVA: A ### C ### NTRL A ### C ### CONNECTED LOAD, KVA: A ### C ###

KVA, THIS SECTION: A ### C ###

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

EXISTING PANEL - EXISTING CONDITIONS

SCHEDULE - PANELBOARD CM TYPE: ■ NQOD ☐ I-LINE VOLTAGE ■ 240/120V, 1Ø, 3W MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING
☐ LDCTR ☐ 208/120V, 1Ø, 3W ACCESSORY: ■ FEED-THRU LUGS
200 AMP ■ MLO ☐ MCB TOTAL SPACES 20

NO.	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	C	BUSSING A	C	LOAD KVA A	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO.
1	EXISTING LOAD		30	2											2	40		KITCHEN AC	2
3	"		"												"	"		"	4
5	FRONT INSIDE AC		30	2											2	60		AH UPSTAIRS	6
7	"		"												"	"		"	8
9	WINE ROOM		20	1											2	30		WH KITCHEN	10
11	WINE ROOM		20	1											"	"		"	12
13	HOOD		60	3											1	20		EXISTING LOAD	14
15	"		"												2	30		240V WINE ROOM	16
17	"		"												"	"		"	18
19	SPACE ONLY																	SPACE ONLY	20

CONNECTED LOAD, KVA: A ### C ### NTRL A ### C ### CONNECTED LOAD, KVA: A ### C ###

KVA, THIS PANEL: A ### C ###

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

EXISTING PANEL - EXISTING CONDITIONS

SCHEDULE - PANELBOARD B TYPE: ■ NQOD ☐ I-LINE VOLTAGE ■ 120/240V, 1Ø, 3W MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING
☐ LDCTR ☐ 208/120V, 1Ø, 3W ACCESSORY: ☐ FEED-THRU LUGS
200 AMP ■ MLO ☐ MCB TOTAL SPACES 12

NO.	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	C	BUSSING A	C	LOAD KVA A	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO.
1	EXISTING LOAD		200	2														SPACE ONLY	2
3	"		"															SPACE ONLY	4
5	EXISTING LOAD		20	1											2	30		EXISTING LOAD	6
7	SPACE ONLY														"	"		"	8
9	SPACE ONLY														2	50		EXISTING LOAD	10
11	SPACE ONLY														"	"		"	12

CONNECTED LOAD, KVA: A ### C ### NTRL A ### C ### CONNECTED LOAD, KVA: A ### C ###

KVA, THIS PANEL: A ### C ###

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

RED BARN ELECTRICAL DEMOLITION PLAN

600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

STATE OF SOUTH CAROLINA
CARY A. WILLIAMS
GWA, INC.
ELECTRICAL ENGINEER'S
No. C00825

STATE OF SOUTH CAROLINA
No. 19845
REGISTERED
PROFESSIONAL ENGINEER

01.08.2026

Drawn by:	DM
Checked by:	CAW
Date:	1.08.2026
Drawing No.	ED01

GWA: 23302.001

GWA inc. Electrical Engineers
168 Laurelhurst Avenue
Columbia, SC 29210
(803)252-6919
Fax (803)799-5494
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http://www.gwainc.net

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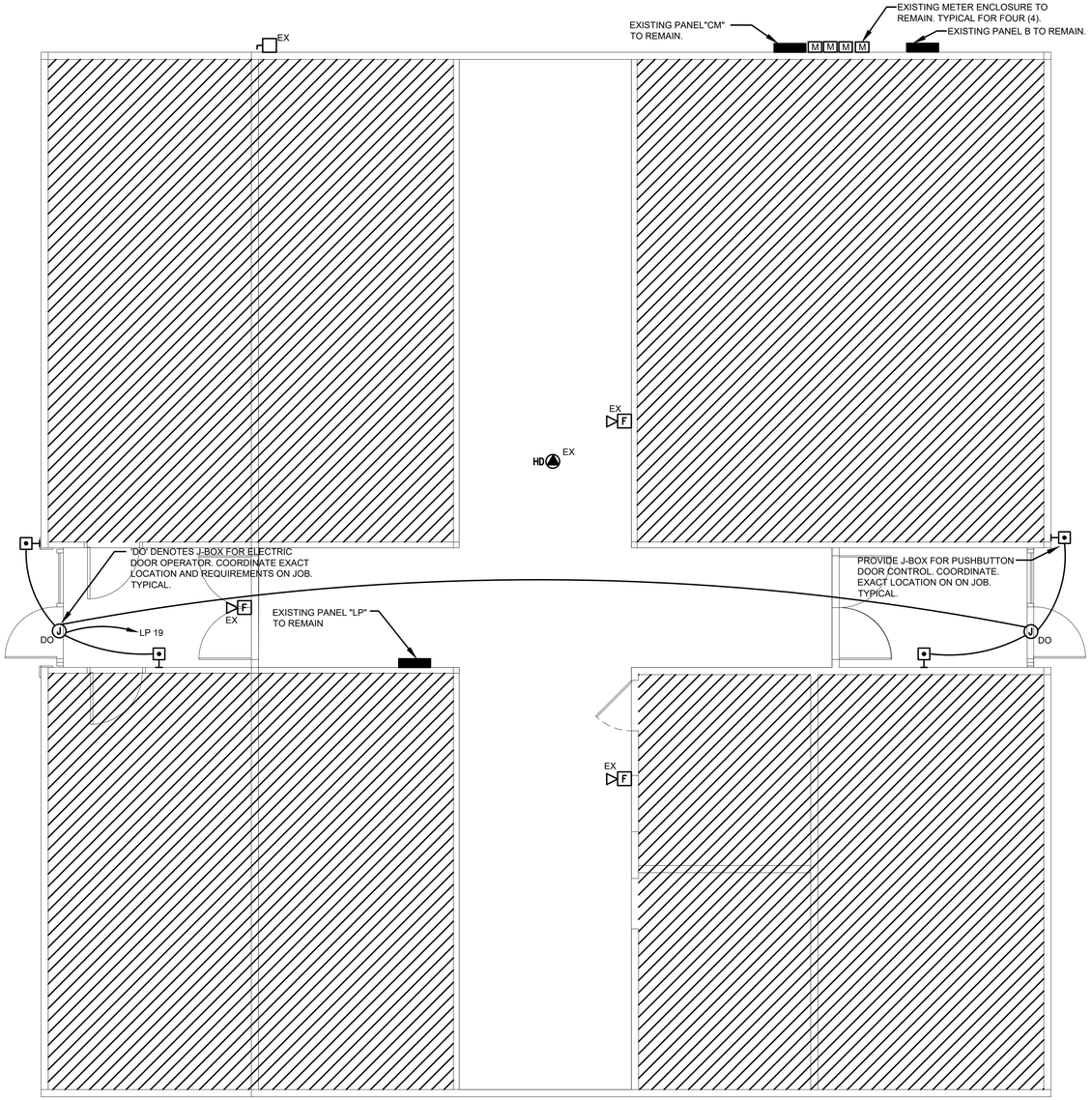
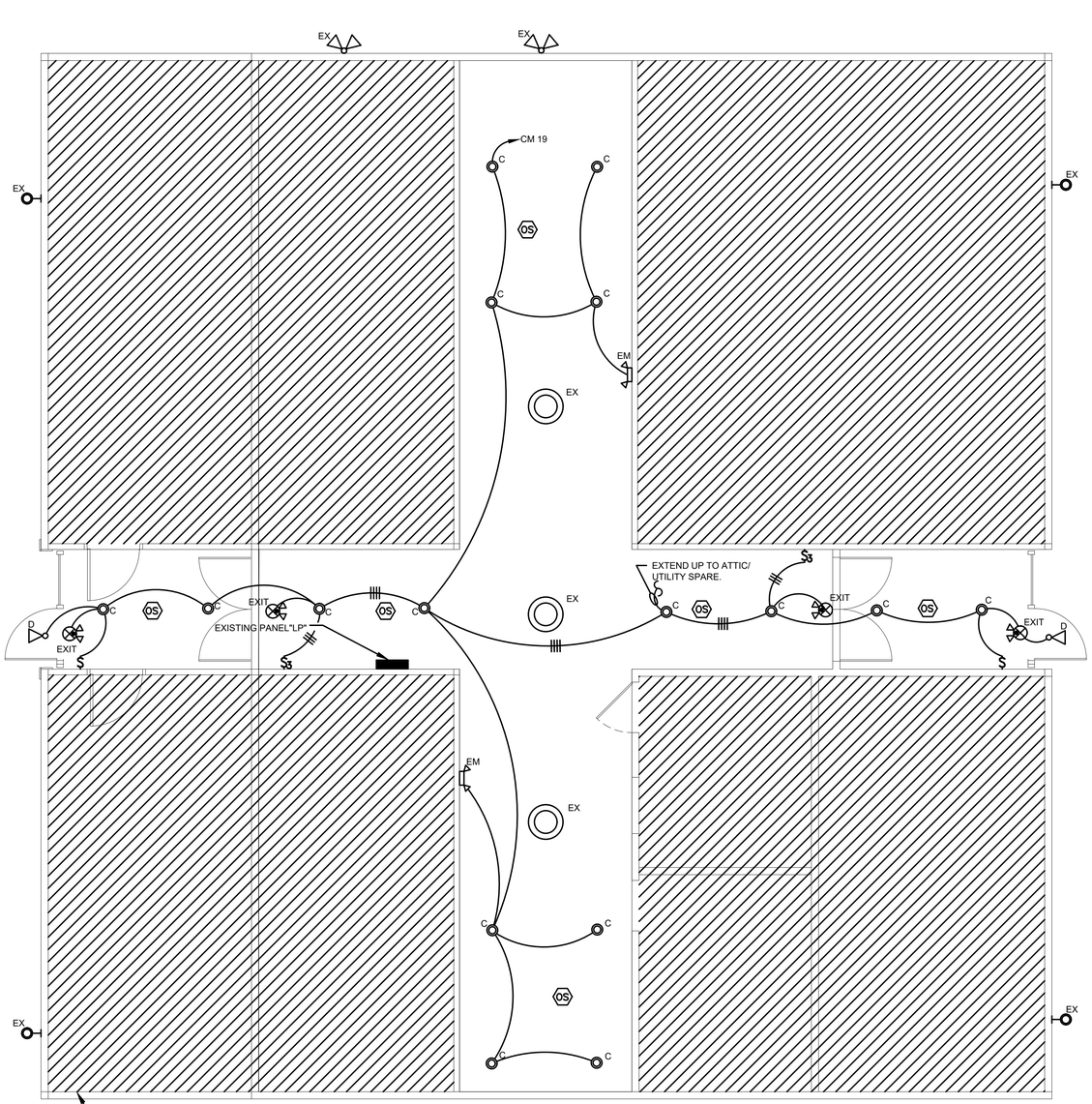


RED BARN ELECTRICAL PLAN - NEW WORK

SCALE: 1/4" = 1'-0"



RED BARN LIGHTING PLAN - NEW WORK

SCALE: 1/4" = 1'-0"

SPECIAL NOTE:CONTRACTOR SHALL INCLUDE IN BID EIGHT(8) TYPE B UTILITY STRIP FIXTURES AND FOUR (4) SINGLE - POLE TOGGLE SWITCHES FOR ATTIC/UTILITY SPACES. COORDINATE EXACT LOCATION ON JOB AND CONNECT COMPLETE TO NEW CIRCUIT SPACE 'CM19'AS INDICATED.

EXISTING PANEL NEW WORK

SCHEDULE - PANELBOARD LP TYPE: ■ GE ☐ NF ☐ I-LINE ☐ LDCTR VOLTAGE ■ 240/120V, 1Ø, 3W ☐ 480/277V, 3Ø, 4W, WYE MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING ____
200 AMP ■ MLO ☐ MCB ACCESSORY: ☐ FEED-THRU LUGS TOTAL SPACES 40

NO	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	B	C	BUSSING A B C	LOAD KVA A	B	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO
1	EXISTING LOAD		20	1												2	20		EXISTING LOAD	2
3	EXISTING LOAD		20	1												2	20		EXISTING LOAD	4
5	EXISTING LOAD		20	1												2	30		EXISTING LOAD	6
7	EXISTING LOAD		20	1												2				8
9	EXISTING LOAD		20	1												2	60		EXISTING LOAD	10
11	EXISTING LOAD		20	1												2	20		EXISTING LOAD	12
13	EXISTING LOAD		20	1												2	20		EXISTING LOAD	14
15																1	20		EXISTING LOAD	16
17	EXISTING LOAD		20	1												2	20		EXISTING LOAD	18
19	DOOR OPERATOR	NEW	20	1	12	1/2	1.0									2	20		EXISTING LOAD	20
21	EXISTING LOAD		20	1												2	25		EXISTING LOAD	22
23	EXISTING LOAD		20	1												2	20		EXISTING LOAD	24
25	EXISTING LOAD		20	1												2	30		EXISTING LOAD	26
27	EXISTING LOAD		20	1												2	20		EXISTING LOAD	28
29	EXISTING LOAD		20	1												2	20		EXISTING LOAD	30
31	EXISTING LOAD		20	1												2	20		EXISTING LOAD	32
33	EXISTING LOAD		20	1												2	20		EXISTING LOAD	34
35	EXISTING LOAD		20	1												2	20		EXISTING LOAD	36
37	EXISTING LOAD		20	1												2	20		EXISTING LOAD	38
39	EXISTING LOAD		20	1												2	20		EXISTING LOAD	40

CONNECTED LOAD, KVA: A 1.0 B ____ C ____ NEUTRAL A ____ B ____ C ____ CONNECTED LOAD, KVA:

KVA, THIS SECTION: A 1.0 B ____ C ____

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

HATCHED AREAS DENOTE EXISTING TO REMAIN.

EXISTING PANEL NEW WORK

SCHEDULE - PANELBOARD CM TYPE: ■ NQOD ☐ NF ☐ I-LINE ☐ LDCTR VOLTAGE ■ 240/120V, 1Ø, 3W ☐ 480/277V, 3Ø, 4W, WYE MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING ____
200 AMP ☐ MLO ■ MCB ACCESSORY: ☐ FEED-THRU LUGS TOTAL SPACES 20

NO	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	B	C	BUSSING A B C	LOAD KVA A	B	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO
1	EXISTING LOAD		30	1												2	40		KITCHEN AC	2
3	FRONT INSIDE A/C		30	2												2	60		AH UPSTAIRS	4
5																				6
7	WINE ROOM		20	1												1	20		WH KITCHEN	8
9	WINE ROOM		20	1												1	20			10
11	ROOM		20	1												1	20		EXISTING LOAD	12
13	LIGHTING	NEW	20	1	12	1/2	0.3									1	20		24V WINE ROOM	14
15																			SPACE	16

CONNECTED LOAD, KVA: A 0.3 B ____ C ____ NEUTRAL A ____ B ____ C ____ CONNECTED LOAD, KVA:

KVA, THIS PANEL: A 0.3 B ____ C ____

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

HATCHED AREAS DENOTE EXISTING TO REMAIN.

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB

RED BARN ELECTRICAL/LIGHTING PLAN – NEW WORK

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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NORTH CAROLINA REGISTERED GWA, INC. ELECTRICAL ENGINEERS No. C00825

01.08.2026

Drawn by:	DM
Checked by:	CAW
Date:	1.08.2026
Drawing No.	E100

GWA: 23302.001
GWA Inc. Electrical Engineers
168 Laurelhurst Avenue
Columbia, SC 29210
(803)252-6919
Fax (803)799-5494
gwa@gwainc.net
http://www.gwainc.net

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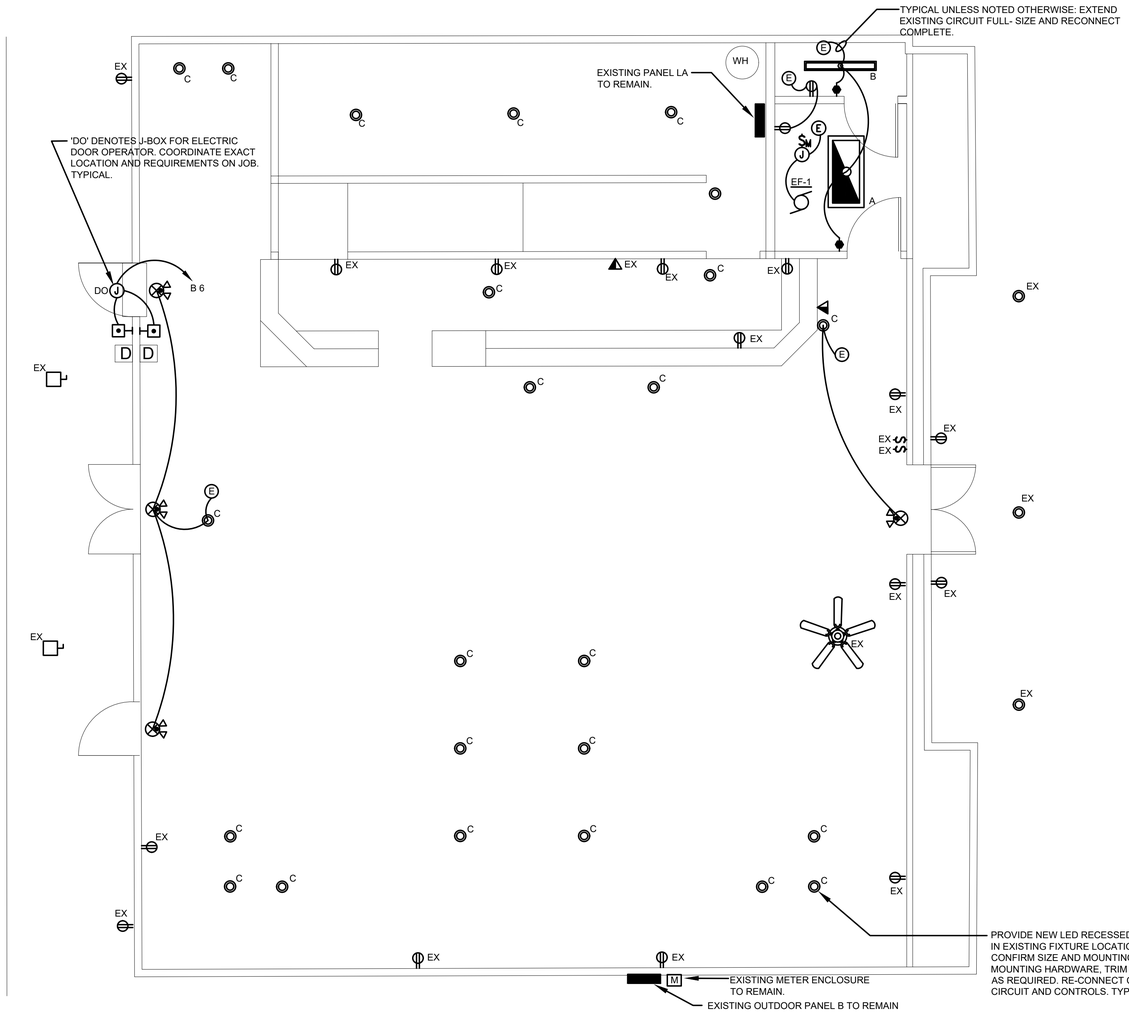
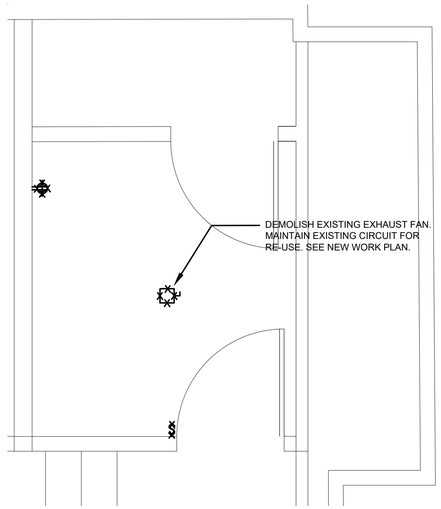


OVERALL VISITOR CENTER ELECTRICAL PLAN - NEW WORK

SCALE: 1/4" = 1'-0"



BATHROOM ELECTRICAL PLAN - DEMOLITION

SCALE: 1/2" = 1'-0"

EXISTING PANEL B - EXISTING CONDITIONS

SCHEDULE - PANELBOARD B TYPE: ☐ NQOD ☐ I-LINE ■ LDCTR VOLTAGE ■ 240/120V, 1Ø, 3W ☐ 208/120V, 1Ø, 3W MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING
200 AMP ☐ MLO ■ MCB ACCESSORY: ■ FEED-THRU LUGS TOTAL SPACES 8

NO.	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	C	BUSSING A	C	LOAD KVA A	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO.
1	EXISTING LOAD		50	2											2	50		EXISTING LOAD	2
3																			4
5	EXISTING LOAD		20	1											1			SPACE ONLY	6
7																		SPACE ONLY	8

CONNECTED LOAD, KVA: A ### C ### NTRL A ### C ### CONNECTED LOAD, KVA:

KVA, THIS PANEL: A ### C ###

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

EXISTING PANEL B - NEW WORK

SCHEDULE - PANELBOARD B TYPE: ☐ NQOD ☐ I-LINE ■ LDCTR VOLTAGE ■ 240/120V, 1Ø, 3W ☐ 208/120V, 1Ø, 3W MOUNTING: ☐ FLUSH ■ SURFACE AIC RATING
200 AMP ☐ MLO ■ MCB ACCESSORY: ■ FEED-THRU LUGS TOTAL SPACES 8

NO.	LOAD DESCRIPTION	REMARK	BRKR AMP	Ø	CIRCUIT WIRE	COND	LOAD KVA A	C	BUSSING A	C	LOAD KVA A	C	CIRCUIT COND	WIRE	BRKR Ø	AMP	REMARK	LOAD DESCRIPTION	NO.
1	EXISTING LOAD		20	1											2	50		EXISTING LOAD	2
3																			4
5	EXISTING LOAD		50	2							1.0				1	20		DOOR OPERATOR	6
7																		SPACE ONLY	8

CONNECTED LOAD, KVA: A ### C ### NTRL A ### C ### CONNECTED LOAD, KVA:

KVA, THIS PANEL: A ### C ###

REMARK ABBREVIATION LEGEND:
STB = SHUNT TRIP BRKR. GFI = GFI BRKR.
SFB = SUB-FEED BRKR. VFY = VERIFY LOAD

Date	Revisions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
VISITOR CENTER ELECTRICAL PLANS

600 BEETLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

GWA, INC. ELECTRICAL ENGINEERS No. C00825 — NORTH CAROLINA

No. 19845 — REGISTERED PROFESSIONAL ENGINEER — SOUTH CAROLINA

01.08.2026

Drawn by:	DM
Checked by:	CAW
Date:	1.08.2026
Drawing No.	E102

GWA: 23302.001

GWA inc. Electrical Engineers
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Project Name: Pee Dee State Farmers Market Upgrades & Improvements

Project Number: P16-9526-CB

Project Location: 2513 W. Lucas Street
Florence, South Carolina 29501

Bid Documents

January 8, 2026

Grimball Cotterill Landscape Architects
www.grimballcotteril.com
600 Beltline Boulevard Columbia SC 29205
PH 803-738-9525

TABLE OF CONTENTS

PROJECT NAME: Pee Dee State Farmers Market Upgrades & Improvements

PROJECT NUMBER: P16-9526-CB

SECTION	NUMBER OF PAGES
Table of Contents	**3**
SE-310, Invitation for Design-Bid-Build Construction Services	**1**
AIA Document A701 Instructions to Bidders South Carolina Division of Procurement Services, Office of State Engineer Version	**14**
AIA A310 Bid Bond	**2**
SE-330, Lump Sum Bid Form	**6**
AIA Document A101 Standard Form of Agreement between Owner and Contractor (Including Exhibit A) South Carolina Division of Procurement Services, Office of State Engineer Version	**16**
AIA Document A201 General Conditions of the Contract for Construction South Carolina Division of Procurement Services, Office of State Engineer Version	**47**
SE-355, Performance Bond	**2**
SE-357, Labor & Material Payment Bond	**2**
SE-380, Change Order to Design-Bid-Build Construction Contract	**2**

TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary of Work	3
01 23 00	Alternates	1
01 25 00	Change Order Procedures	1
01 29 00	Applications for Payment	1
01 31 00	Project Management and Coordination	1
01 33 00	Submittal Procedures	4
01 40 00	Quality Requirements	2
01 60 00	Product Requirements	4
01 60 00-A	Product Substitution Request Form	2
01 73 00	Execution	6
01 74 00	Warranties	2
01 77 00	Closeout Procedures	2

DIVISION 02 - EXISTING CONDITIONS

02 41 19	Selective Demolition	3

DIVISION 03 - CONCRETE

03 30 00	Cast-in-Place Concrete	14
03 54 16	Hydraulic Cement Underlayment	2

THROUGH 04 MASONRY THROUGH 05 METALS - NOT USED

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	Rough Carpentry	3
06 64 00	Plastic Paneling	2

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 00	Thermal Insulation	3

DIVISION 08 - OPENINGS

08 42 13	Aluminum Framed Entrances	6
08 42 29.33	Swinging Automatic Entrances	9

DIVISION 09 - FINISHES

09 29 00	Gypsum Board	4
09 51 13	Acoustical Panel Ceilings	5
09 65 19	Resilient Tile Flooring	3

DIVISION 10 - SPECIALTIES

10 28 00	Toilet and Bath Accessories	3

THROUGH 11 EQUIPMENT THROUGH 14 CONVEYING EQUIPMENT - NOT USED

DIVISIONS 22 PLUMBING THROUGH 26 ELECTRICAL - ON DRAWINGS

DIVISION 31 - EARTHWORK
31 23 00 Excavation and Backfill 8
31 25 10 Erosion and Sediment Control 4

DIVISION 32 - EXTERIOR IMPROVEMENTS
32 12 16 Asphalt Paving 4
32 17 23 Pavement Markings 1

THROUGH 33 UTILITIES THROUGH 50 SPECIALIZED CONSTRUCTION - NOT USED

END OF TABLE OF CONTENTS

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

AGENCY/OWNER: SC Department of Agriculture

PROJECT NAME: Pee Dee State Farmers Market Upgrades & Improvements

PROJECT NUMBER: P16-9526-CB **CONSTRUCTION COST RANGE:** **$**_____ to **$**_____

PROJECT LOCATION: 2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501

DESCRIPTION OF PROJECT/SERVICES: 1.) Re-surfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewalk / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrances, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

BID/SUBMITTAL DUE DATE: 4/15/26 **TIME:** 2:00pm **NUMBER OF COPIES:** 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: James Boutchyard, Procurement Director

EMAIL: jboutchyard@scda.sc.gov **TELEPHONE:** 803-734-2206

DOCUMENTS MAY BE OBTAINED FROM: mcotterill@grimballcotterill.com (Mark Cotterill), Grimball Cotterill Landscape Architects AND lgibson@msarch.net (Laurel Gibson)

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

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

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

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

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

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

A/E NAME: Grimball Cotterill Landscape Architects **A/E CONTACT:** T. Mark Cotterill, ASLA

EMAIL: mark@grimballcotterill.com **TELEPHONE:** 803-738-9525

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

PRE-BID DATE: 3/26/2026 **TIME:** 10:30am

PRE-BID PLACE: 2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501 - Site Visit Following

BID OPENING PLACE: 1200 Senate Street, Wade Hampton Building, 5th Floor, Columbia, SC 29201

BID DELIVERY ADDRESSES:

HAND-DELIVERY:
Attn: James Boutchyard (Bid Enclosed)
SC Department of Agriculture - Wade Hampton Bldg.
1200 Senate St., 5th Floor, Columbia, SC 29201

MAIL SERVICE:
Attn: James Boutchyard (Bid Enclosed)
SC Department of Agriculture - Wade Hampton Bldg.
1200 Senate St., 5th Floor, Columbia, SC 29201

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

APPROVED BY: _____ **DATE:** _____
(OSE Project Manager)

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

Instructions to Bidders

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

Instructions to Bidders

for the following Project:
(Name, State Project Number, location, and detailed description)
Pee Dee State Farmers Market Upgrades & Improvements
P16-9526-CB
2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501

THE OWNER:
(Name, legal status, address, and other information)
SC Department of Agriculture
1200 Senate St., Wade Hampton Bldg., 5th Floor
Columbia, SC 29201

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)
Grimball Cotterill Landscape Architects
600 Beltline Boulevard
Columbia, SC 29205

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

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

§ 2.2 Certification of Independent Price Determination

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

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

.1 The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

.1 those prices;
.2 the intention to submit a Bid; or
.3 the methods or factors used to calculate the prices offered.

.2 The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

.3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

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

.1 Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.2.2 of this certification; or

.2 Has been authorized, in writing, to act as agent for the Bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.2.2 of this certification [As used in this subdivision, the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];

.3 As an authorized agent, does certify that the principals referenced in Section 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and

.4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

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

§ 2.2.5 Drug Free Workplace Certification

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

§ 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

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

.1 Bidder and/or any of its Principals-

.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

.2 Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.2.6.1.1.2 of this provision.

.2 Bidder has not, within a three-year period preceding this Bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

.3 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

§ 2.2.7 Ethics Certificate

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

§ 2.2.8 Restrictions Applicable To Bidders & Gifts

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

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

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

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

§ 2.2.9 Open Trade Representation

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

§ 3.1.3 Reserved

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in numbers.

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

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

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

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

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

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

§ 4.2 Bid Security

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

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

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

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

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

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

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

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

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

§ 5.2 Rejection of Bids

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

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

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

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

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Responsibility

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

§ 6.2 Reserved

§ 6.3 Submittals

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.4 Posting of Intent To Award

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

Room or Area of Posting: SC Department of Agriculture, 5th Floor
Building Where Posted: Wade Hampton Building
Address of Building: 1200 Senate Street, Columbia, SC 29201
WEB site address (if applicable):

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

§ 6.5 Protest of Solicitation or Award

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

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

.1 by email to protest-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.

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ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, SCOSE Version.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, SCOSE Version.

.4 Drawings

Number	Title	Date
Project Drawing Set Project #P16-9526-CB	Pee Dee State Farmers Market Upgrades and Improvements	January 8, 2026

.5 Specifications

Section	Title	Date	Pages
Project Specifications Manual Project #P16-9526-CB	Pee Dee State Farmers Market Upgrades and Improvements	Jan. 8, 2026	

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.6 Addenda:

Number	Date	Pages

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

☐ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

☐ The Sustainability Plan:

☐ Supplementary and other Conditions of the Contract:

.8 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

ARTICLE 9 Miscellaneous

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

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

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

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

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

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§ 9.2 Submitting Confidential Information

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

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

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

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

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

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

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

§ 9.3 Solicitation Information From Sources Other Than Official Source

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

§ 9.4 Builder's Risk Insurance

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

§ 9.5 Reserved

§ 9.6 Other Special Conditions Of The Work

No Other Special Conditions Of The Work.

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DRAFT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

«SC Department of Agriculture »
«1200 Senate Street, Wade Hampton Building, 5th Floor »
«Columbia, SC 29201 »

BOND AMOUNT: $ « »

PROJECT:
(Name, location or address, and Project number, if any)

«Pee Dee State Farmers Market Upgrades & Improvements Project #P16-9526-CB »
«2513 W. Lucas Street (SC Hwy 52) »
«Florence, SC 29501 »

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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User Notes: (1163415386)

Signed and sealed this « » day of « » , «2026 »

	« »
	(Contractor as Principal) *(Seal)*
	« »
(Witness)	*(Title)*
	« »
	(Surety) *(Seal)*
	« »
(Witness)	*(Title)*

DRAFT

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User Notes: (1163415386)

SE-330
LUMP SUM BID FORM

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

BID SUBMITTED BY: _____

(Bidder's Name)

BID SUBMITTED TO: SC Department of Agriculture

(Agency's Name)

FOR: PROJECT NAME: Pee Dee State Farmers Market Upgrades & Improvements

PROJECT NUMBER: P16-9526-CB

OFFER

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

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

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

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

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

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

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

§ 6.1 BASE BID WORK ***(as indicated in the Bidding Documents and generally described as follows)*****:** 1.) Resurfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewalk / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrances, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

$ _____, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330
LUMP SUM BID FORM

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

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

ALTERNATE # 1 *(Brief Description)*: Resurfacing Entry Drive section beyond Visitors' Center to intersection for Exit Drive.

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID: $** _____

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

ALTERNATE # 2 *(Brief Description)*: Resurfacing "H-shaped" Drive/Parking and installing one (1) new Parking area at the Red Barn

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID: $** _____

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

ALTERNATE # 3 *(Brief Description)*: _____

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID: $** _____

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

§ 6.3 UNIT PRICES:

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

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.			$	$
2.			$	$
3.			$	$
4.			$	$
5.			$	$
6.			$	$

SE-330
LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED

(See Instructions on page BF-2A)

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

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

SE-330
LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

SE-330
LUMP SUM BID FORM

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

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within **210** Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of $**300.00** for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

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

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

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

SE-330
LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

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

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

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

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

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

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

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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 Two Thousand, Twenty-Six
(In words, indicate day, month and year.)

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

SC Department of Agriculture
1200 Senate St., Wade Hampton Bldg., 5th Floor
Columbia, SC 29201

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)

Pee Dee State Farmers Market Upgrades & Improvements
P16-9526-CB
2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501

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

Grimball Cotterill Landscape Architects
600 Beltline Boulevard
Columbia, SC 29205

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

§ 3.3 Substantial Completion

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

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

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ARTICLE 4 CONTRACT SUM

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

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

§ 4.2 Alternates

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

Item	Price
To Be Determined at Bid	

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
None		

§ 4.5 Liquidated damages

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

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

No Other Provisions for Bonus or Other Incentives

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

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

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

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

§ 5.2 Final Payment

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Name:	James Boutchyard
Title:	Procurement Director, Finance Department, SC Department of Agriculture
Address:	1200 Senate Street, Wade Hampton Building, 5th Floor, Columbia, SC 29201
Telephone:	803-734-2206 Mobile: 803-542-2822
Email:	jboutchyard@scda.sc.gov

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

Name:	James Boutchyard
Title:	Procurement Director, Finance Department, SC Department of Agriculture
Address:	1200 Senate Street, Wade Hampton Building, 5th Floor, Columbia, SC 29201
Telephone:	803-734-2206 Mobile: 803-542-2822
Email:	jboutchyard@scda.sc.gov

§ 8.3 The Contractor's representative:

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

Name:

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Title:

Address:

Telephone:

Email:

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

Name:

Title:

Address:

Telephone:

Email:

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

§ 8.5 The Architect's representative:

Name:	T. Mark Cotterill, ASLA
Title:	Owner, Grimball Cotterill Landscape Architects
Address:	600 Beltline Boulevard, Columbia, SC 29205
Telephone:	803-738-9525 Mobile: 803-479-9032
Email:	mark@grimballcotterill.com

§ 8.6 Insurance and Bonds

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

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

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

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

§ 8.8 Other Provisions:

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

(Check box if applicable to this Contract)

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

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

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.2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101®–2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101®–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201®–2017, SCOSE Version General Conditions of the Contract for Construction

.4 Form SE-390, Notice to Proceed – Construction Contract

.5 Drawings

Number	Title	Date
Project Drawing Set Project #P16-9526-CB	Pee Dee State Farmers Market Upgrades and Improvements	January 8, 2026

.6 Specifications

Section	Title	Date	Pages
Project Specification Manual Project #P16-9526-CB	Pee Dee State Farmers Market Upgrades and Improvements	Jan. 8, 2026	

.7 Addenda, if any:

Number	Date	Pages
To Be Determined in Bid Process		

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

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

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

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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

Insurance and Bonds

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

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

Pee Dee State Farmers Market Upgrades & Improvements
P16-9526-CB
2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501

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

THE OWNER:
(Name, legal status and address)

SC Department of Agriculture
1200 Senate St., Wade Hampton Bldg., 5th Floor
Columbia, SC 29201

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

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

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ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

§ A.2.3 Reserved

§ A.2.3.1 Reserved

§ A.2.3.1.1 Reserved

§ A.2.3.1.2 Reserved

§ A.2.3.1.3 Reserved

§ A.2.3.1.4 Reserved

§ A.2.3.2 Reserved

§ A.2.3.3 Reserved

§ A.2.4 Optional Insurance.

The Owner shall purchase and maintain any insurance selected below.

☐ **§ A.2.4.1 Other Insurance**

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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§ 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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Causes of Loss **Sub-Limit**

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

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

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

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

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

§ A.3.4 Contractor's Other Insurance Coverage

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

§ A.3.4.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ **§ A.3.4.2.1 Reserved**

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

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

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

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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:

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General Conditions of the Contract for Construction

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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)

Pee Dee State Farmers Market Upgrades & Improvements
P16-9526-CB
2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501

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

SC Department of Agriculture
1200 Senate St., Wade Hampton Bldg., 5th Floor
Columbia, SC 29201

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)

Grimball Cotterill Landscape Architects
600 Beltline Boulevard
Columbia, SC 29205

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

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10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

16 PROJECT SPECIFIC REQUIREMENTS AND INFORMATION

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4

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Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

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Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

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GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**

Init.

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Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

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Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

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Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

.1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.

.2 A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

.3 Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

.4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.

.5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Reserved

§ 1.1.9 Notice to Proceed

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

§ 1.1.10 State Engineer

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Reserved

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

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

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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§ 3.4 Labor and Materials

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

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

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

.1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;

.2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;

.3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changes as a result of the substitution, except for the Architect's re-design costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;

.4 agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and

.5 represents that the request includes a written representation identifying any potential effect the substitution may have on Project's achievement of a Sustainable Measure or the Sustainable Objective.

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

.1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of its shop drawings and submit the drawings and hydraulic calculations to the Architect's fire protection engineer (FPE) for review and approval.

.2 The FPE will review, approve, and submit to the Office of State Fire Marshal (OSFM) the fire sprinkler shop drawings and FPE's certification indicating the shop drawings and hydraulic calculations have been reviewed and approved prior to OSFM review.

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

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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.

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

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

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

.1 For the Contractor, for Work performed by the Contractor's own forces, not to exceed seventeen (17%) percent of the Contractor's actual costs.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, not to exceed ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit).

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, not to exceed seventeen (17%) percent of the Subcontractor's actual costs.

.4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

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

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

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

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

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

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

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum if properly itemized and substantiating data is not available to permit evaluation;

.2 Unit prices specified in the Contract Documents or subsequently agreed upon, subject to adjustment if any, as provided in Section 9.1.2;

.3 Cost and a percentage fee, calculated as described in Sections 7.1.4 and 7.1.5;

.4 in another manner as the parties may agree; or

.5 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Pricing Data and Audit

§ 7.5.1 Cost or Pricing Data

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

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

§ 7.5.3 Records Retention

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

.1 is not caused by the fault or negligence of the Contractor or a subcontractor at any tier, and

.2 is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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

.1 the description of Work (listing labor and material separately);

.2 the total value of the Work;

.3 the percent and value of the Work completed to date;

.4 the percent and value of previous amounts billed; and

.5 the current percent completed, and amount billed.

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§ 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,

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

.2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

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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

Init.

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.3.6 Reserved

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Reserved

§ 11.2.3 Reserved

§ 11.3 Waivers of Subrogation

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

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

§ 11.3.3 Limitation on the Owner's Waiver of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

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

§ 13.5 Interest

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

§ 13.6 Procurement of Materials by Owner

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

§ 13.7 Interpretation of Building Codes

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

§ 13.8 Reserved

§ 13.9 Illegal Immigration

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

§ 13.10 Drug-Free Workplace

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

§ 13.11 False Claims

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

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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;

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Reserved

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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

Init.

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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 waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

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

§ 15.1.8 Waiver of Claims Against the Architect

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

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§ 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

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

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

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

§ 15.6.5 Service of Process

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

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

No Project-Specific Requirements or Information

Init.

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SE-355
PERFORMANCE BOND

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

Name: _____

Address: _____

_____

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

Name: _____

Address: _____

_____

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

Name: SC Department of Agriculture

Address: 1200 Senate Street, Wade Hampton Building, 5th Floor

Columbia, SC 29201

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

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

State Project Name: Pee Dee State Farmers Market Upgrades & Improvements

State Project Number: P16-9526-CB

Brief Description of Awarded Work: 1.) Resurfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewal / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrances, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

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

Name: T. Mark Cotterill, ASLA, Grimball Cotterill Landscape Architects

Address: 600 Beltline Boulevard

Columbia, SC 29205

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

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

DATED this _____ day of _____, 2026 **BOND NUMBER** _____

(shall be no earlier than Date of Contract)

CONTRACTOR	**SURETY**
By: _____ **(Seal)**	**By:** _____ **(Seal)**
Print Name: _____	**Print Name:** _____
Print Title: _____	**Print Title:** _____ *(Attach Power of Attorney)*
Witness: _____	**Witness:** _____

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

SE-355
PERFORMANCE BOND

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

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

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

3. The Surety's obligation under this Bond shall arise after:

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

3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or

4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.

5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:

5.1 Surety in accordance with the terms of the Contract; or

5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

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

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

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

7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:

7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and

7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

11. Definitions

11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor si entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357
LABOR & MATERIAL PAYMENT BOND

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

Name: _____

Address: _____

_____

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

Name: _____

Address: _____

_____

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

Name: SC Department of Agriculture

Address: 1200 Senate Street, Wade Hampton Building, 5th Floor

Columbia, SC 29201

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

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

State Project Name: Pee Dee State Farmers Market Upgrades & Improvements

State Project Number: P16-9526-CB

Brief Description of Awarded Work: 1.) Resurfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewalk / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrances, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

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

Name: T. Mark Cotterill, ASLA, Grimball Cotterill Landscape Architects

Address: 600 Beltline Boulevard

Columbia, SC 29205

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

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

DATED this _____ **day of** _____**,** 2026 **BOND NUMBER** _____

(shall be no earlier than Date of Contract)

CONTRACTOR	**SURETY**
By: _____ **(Seal)**	**By:** _____ **(Seal)**
Print Name: _____	**Print Name:** _____
Print Title: _____	**Print Title:** _____ *(Attach Power of Attorney)*
Witness: _____	**Witness:** _____

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

SE-357
LABOR & MATERIAL PAYMENT BOND

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Agency, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.

4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.

4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of o ne year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

5.2 Pay or arrange for payment of any undisputed amounts.

5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. **DEFINITIONS**

13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.

13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT

AGENCY: SC Department of Agriculture

PROJECT NAME: Pee Dee State Farmers Market Upgrades & Improvements

PROJECT NUMBER: P16-9526-CB

CONTRACTOR: _____

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

ADJUSTMENTS IN THE CONTRACT SUM:

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

ADJUSTMENTS IN THE CONTRACT TIME:

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

AGENCY ACCEPTANCE AND CERTIFICATION:

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

BY: _____ **Date:** _____

(Signature of Representative)

Print Name of Representative: James Boutchyard, Procurement Director, SC Department of Agriculture

Change is within Agency Construction Contract Change Order Certification of: **$** 50,000.00 **Yes** ☐ **No** ☐

APPROVED BY: _____ **DATE:** _____

(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE

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

SE-380, Page 2 **CHANGE ORDER REQUEST NO.:_____**

CHANGE ORDER REQUEST SUMMARY – DESIGN-BID-BUILD

AGENCY: SC Department of Agriculture

PROJECT NAME: Pee Dee State Farmers Market Upgrades & Improvements

PROJECT NUMBER: P16-9526-CB

CONTRACTOR: _____

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

ADJUSTMENTS IN THE CONTRACT TIME: Requested Change in Days for this Change Order:_____Days

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

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

CONTRACTOR ACCEPTANCE:

BY:_____ **Date:**_____
(Signature of Representative)

Print Name of Representative:_____

A/E RECOMMENDATION FOR ACCEPTANCE:

BY:_____ **Date:**_____
(Signature of Representative)

Print Name of Representative: T. Mark Cotterill, ASLA Grimball Cotterill Landscape Architects

AGENCY ACCEPTANCE:

BY:_____ **Date:**_____
(Signature of Representative)

Print Name of Representative: James Boutchyard, Procurement Director, SC Department of Agriculture

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

SECTION 01 10 00 - SUMMARY

1.1 SUMMARY

A. Section Includes:

1. Project Information.
2. Work covered by Contract Documents.
3. Contractor's use of Site and Premises.
4. Coordination with Occupants.
5. Work Restrictions.

1.2 PROJECT INFORMATION

A. Project Identification: Project Documents, dated January 8, 2026, entitled:

Pee Dee State Farmers Market Upgrades & Improvements

B. State Project Number: #P16-9526-CB

1. Project Location: 2513 W. Lucas Street (SC Hwy 52), Florence, SC29501

C. Owner: SC Department of Agriculture, a Governmental Body of the State of South Carolina.

1. Owner's Representative: James Boutchyard, Procurement Director, SC Department of Agriculture, 1200 Senate Street, Wade Hampton Building, 5th Floor, Columbia, SC 29201, (803) 734-2206.

D. Architect: Mark Cotterill, ASLA, Grimball Cotterill Landscape Architects

1. Architect's Representative: Mark Cotterill, Grimball Cotterill Landscape Architects, 600 Beltline Boulevard, Columbia, SC 29205, (803) 738-9525 / Mobile (803) 479-9032.

E. Associated Consultants: Owner has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Civil Engineer: Chao & Associates, Inc., Gerald Lee, PE
2. Architectural: Deborah A. Snow, Architect, Deborah A. Snow, AIA
3. Plumbing/Mechanical Engineer: Mechanical Engineering Consulting Associates, Inc. (MECA, Inc.), Phil Claytor, PE.
4. Electrical Engineer: GWA, Inc., Dickson O'Brien, PE.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. 1.) Resurfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewalk / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrance, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

B. Type of Contract:

1. Project will be constructed under a Single Prime Contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project site to Work in areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

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

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

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

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

1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

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

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 AM to 5:00 PM, Monday through Friday, unless otherwise indicated. Weekend and/or Holiday working hours MUST be coordinated with the Owner at least two (2) business days in advance.

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

1. Notify Owner not less than two (2) business days in advance of proposed utility interruptions.

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

1. Notify Owner not less than two (2) business days in advance of proposed disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances within the existing building is not permitted.

F. Employee Identification: Contractor and Subcontractors to provide identification tags or company apparel to personnel working on Project site. Personnel to display identification at all times.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 Contracting Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections of the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 23 00 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES:

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other work of the Contract.

C. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in Schedule contain requirements for materials necessary to achieve the work described under each Alternate.

1.4 SCHEDULE OF ALTERNATES:

A. **Alternate No. 1 – Re-Surfacing Entry Drive Section beyond Visitors' Center**. Contractor shall provide all labor, equipment and materials as necessary to provide and re-surface this section of existing Driveway; see Drawing Sheet C1.2.

B. **Alternate No. 2 – Re-Surfacing "H-shaped" Drive at Red Barn**. Contractor shall provide all labor, equipment and materials as necessary to provide and re-surface this section of existing Driveway; see Drawing Sheet C1.0.

END OF SECTION 01 23 00

SECTION 01 25 00 - CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Refer to AIA A201-2017 Agreement, Article 7.

B. State of South Carolina Office of the State Engineer Forms: SE-380 Change Order to Design-Bid-Build Contract 2023 Edition and SE-380, page 2 Change Order Request Summary – Design-Bid-Build 2023 Edition.

1.2 DESCRIPTION

A. NO EXTRA WORK SHALL BE PERFORMED WITHOUT FIRST RECEIVING WRITTEN APPROVAL FROM THE OWNER AND THE AUTHORITY.

1.3 QUALITY ASSURANCE

A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.4 PROCESSING CHANGES INITIATED BY THE OWNER

A. The Owner has the right to make changes or amendments to the Work or time. Any changes to this contract affecting the scope of work or the construction time of the project must be approved, in writing, by the Owner and Contractor and shall be incorporated in writing to this contract. Any cost amendments of the original contract price must have written approval by the Authority prior to execution.

B. All Change Orders must be approved by the Owner before the work is undertaken. Failure to follow this requirement may result in disallowed costs. In situations where the Change Order is extremely time sensitive, the Owner shall be contacted for guidance on how to proceed through the Owner’s Representative. All Change Orders must be submitted and reviewed by the Owner’s inspection staff prior to submitting a request for final inspection.

C. The Construction Change Order Proposal document shall include a detailed description of the work and an itemized cost justification for the amount requested.

1.5 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

A. Make written reply to the Owner in response to each requested Construction Change Order.

1. State proposed change in the Contract Sum, if any.
2. State proposed change in the Contract Time of Completion, if any.
3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.
4. Include full backup data such as subcontractor's letter of proposal, including full detailed cost information.

END OF SECTION 01 25 00

Description & Vendor	Unit	Qty.	Unit Price	Total
MGK Management & Construction				
Tree Clearing	AC	15	2,500	$37,500.00
Grubbing	AC	15	5,500	$82,500.00
Silt Fence Installation	LF	7,100	$4.78	$34,000.00
Sedimentation Basin Construction	EA	1	$68,000	$68,000
Storm Drain Infrastructure Installation	LF	800	$94.00	$75,200.00
Grading/Fill	CY	900	$16.00	$14,400.00
Construction Entrance	EA	2	$6,250	12,500.00

Apparent Lowest Responsible Bidder In Yellow

Description & Vendor	Unit	Qty.	Unit Price	Total
Rogers Excavating & Grading				
Tree Clearing	AC	15	20,000	300,000
Grubbing	AC	15	20,000	300,000
Silt Fence Installation	LF	660	$7.00	4,620.00
Sedimentation Basin Construction	EA	1	$7.00	$30,333.31
Storm Drain Infrastructure Installation	LF	300	$35.00	$10,500.00
Grading/Fill	CY	1,000	$24.00	$24,000
Construction Entrance	EA	1	$5,000.00	$5,000.00

Description & Vendor	Unit	Qty.	Unit Price	Total
Honeycutt Construction				
Tree Clearing	AC	15	$7,000.00	$105,000.00
Grubbing	AC	15	$900.00	$13,500.00
Silt Fence Installation	LF	7,860	$6.00	$47,160.00
Sedimentation Basin Construction	EA	1	$7,500.00	$7,500.00
Storm Drain Infrastructure Installation	LF	812	$41.00/$60.00	$37,700.00
Grading/Fill	CY	19,800	$6.00	$118,800.00
Construction Entrance	EA	2	$7,500.00	$15,000.00

SECTION 01 29 00 - APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work included: Comply with procedures described in this Section when applying for progress payments and final payment under the Contract.

B. Related Work:

1. The Contract Sum and the schedule for payments are described in the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor - Stipulated Sum (SCOSE Version), Article 4 and Article 5.
2. Payments upon Final Completion of the Work are described in the AIA A201-2017 General Conditions of the Contract for Construction (SCOSE Version) Article 9.10, and Chapter 7, Articles 7.23 and 7.24 of the SCOSE 2023 Manual for Planning and Execution of State Permanent Improvements.
3. The Owner’s approval of applications for final payment will be contingent upon the Architect’s approval of the status of Project Close-Out Documents.

1.2 QUALITY ASSURANCE

A. Prior to approval of Payment Application Number One, secure the Owner’s approval of the Project Schedule and Schedule of Values required to be submitted per the Specifications.

B. During progress of the Work, modify the Schedule of Values as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.

C. Base requests for payment on the approved Schedule of Values.

1.3 SUBMITTALS

A. Preliminary Submittal: Provide the Architect and the Owner with a Draft of each Payment Application for site review and comments prior to the last regularly scheduled Site Meeting each month. Upon acceptance at the Site Meeting, submittal of the Formal Submittal will be authorized.

B. Formal Submittal: Unless otherwise directed by the Owner’s representative:

1. Make formal submittal of request for payment on AIA Document G702, "Application and Certificate for Payment", plus G703 continuation sheet(s). All Payment Applications will include a 3.5% Retainage; there will be no reductions in Retainage until the Final Payment Application requesting 100% complete.
2. Sign and notarize the Application and Certificate for Payment.
3. The completed AIA Document G702 may be submitted electronically to the Architect. If the Contractor chooses to submit hard copies, three (3) hard copies are required; they each shall bear original signatures and original notarizations.
4. A Certificate of Insurance may be required for any materials stored off-site.
5. Payment Applications will not be processed for payment until approved by the Owner.
6. The Owner’s approval of applications for final payment will be contingent upon the Architect’s signature and certification of Payment Applications as required by the Owner and confirmation that all Closeout documentation has been provided.

END OF SECTION 01 29 00

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Coordination.

B. Pre-Construction Conference.

C. Progress Meetings

1.2 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, with provisions for accommodating items to be installed later.

B. Coordinate completion and cleanup of Work of separate Sections in preparation for Final Completion and for portions of Work designated for Owner's occupancy.

C. 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 and security.

D. Coordination of scheduling and sequencing may be required by the General Contractor for the Owner's separate Contracts on this project site if Work is done concurrently.

1.3 PRE-CONSTRUCTION CONFERENCE

A. Architect will schedule a Pre-Construction Conference after Notice to Proceed, but no later than fifteen (15) days after execution of the Agreement.

B. Attendance Required: Owner, Architect, other Owner Representatives, Contractor, and all Subcontractors deemed necessary by the Contractor and/or as requested by the Architect.

1.4 PROGRESS MEETINGS

A. The Contractor will schedule and conduct progress meetings at monthly intervals throughout the duration of the project on a fixed and agreed upon day and time. This schedule will be re-evaluated to determine if meetings need to be held more frequently during the project. Each Contractor, subcontractor, supplier and other entity who has performed work on the project in the previous 30 day period or anticipates work in the upcoming 30 day period shall be represented at these meetings.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two (2) days to the Architect and the Owner. Architect will be responsible for distribution to other participants and those affected by decisions made.

1.5 PRE-INSTALLATION CONFERENCES

A. Pre-Installation Conferences: The Contractor will schedule and conduct all Pre-Installation Conferences as required by the Project Documents. Confirm the requirements for Pre-Installation Conferences per the individual specifications and/or on the drawings and with the Architect.

END OF SECTION 01 31 00

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Submittal Procedures.
B. Construction Progress Schedules.
C. Proposed Products List.
D. Shop Drawings.
E. Product Data.
F. Samples.
G. Manufacturers' Instructions.
H. Manufacturers' Certificates.

1.2 RELATED SECTIONS

A. Section 01 40 00 – Quality Requirements: Submittals.
B. Section 01 77 00 – Closeout Procedures: Contract Closeout Submittals.

1.3 SUBMITTAL PROCEDURES

A. Electronic submittals are preferred and may be emailed to the Architect. Name PDF file with consecutive submittal numbers. If hard copies of submittals are necessary, submit the number of copies required by the Contractor, plus two (2) additional copies to be retained by the Architect and the Owner. Provide one (1) additional copy if review is also required by M-P-E Consultants.

B. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery, color selection, and similar activities that require sequential activity.

1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's need to review a related submittal. The Architect reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

2. 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. **Mechanical, Plumbing and Electrical submittals require a signature by the Subcontractor also. Submittals not being pre-reviewed by the Contractor and/or Subcontractor shall be returned without action.**

C. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Architect on each submittal as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

1. Allow one (1) week for the Architect's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Architect will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

2. Allow one (1) week for reprocessing each submittal.

3. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the work.

D. Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect, and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender “without action”.

1. Record Project Name, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail numbers, and specification number, and requests for data on the transmittal form, as appropriate. Note deviations from requirements of the Contract Documents, if any, including minor variations and limitations.

E. Provide space for Contractor and Architect review stamps.

F. Revise and resubmit submittals as required; identify all changes made since previous submittal.

G. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions. Retain one (1) clean copy of each Submittal for inclusion in the Record Closeout documents submittal as described in Section 01 77 00 – Closeout Procedures.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial Progress Schedule in duplicate within 15 days after date established in Notice to Proceed for Architect review.

B. Revise and resubmit as required.

C. 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.

D. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances, when applicable.

1.5 PROPOSED PRODUCTS LIST

A. Within 15 days following the 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.

1.6 SHOP DRAWINGS

A. Electronic submittals are preferred and may be emailed to the Architect. Name PDF file with consecutive submittal numbers. If hard copies of submittals are necessary, submit the number of copies required by the Contractor, plus two (2) additional copies to be retained by the Architect and the Owner. Provide one (1) additional copy if review is also required by M-P-E Consultants.

B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01 77 00 – Closeout Procedures.

1.7 PRODUCT DATA

A. Electronic submittals are preferred and may be emailed to the Architect. Name PDF file with consecutive submittal numbers. If hard copies of submittals are necessary, submit the number of copies required by the Contractor, plus two (2) additional copies to be retained by the Architect and the Owner. Provide one (1) additional copy if review is required by the M-P-E Consultants.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01 77 00 – Closeout Procedures.

1.8 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturers' standard colors or in custom colors selected, textures, and patterns for Architect's selection. Provide samples that are physically identical with the proposed material to be incorporated into the work.

C. Include identification on each sample, with full Project information.

D. Submit the number of samples specified in individual Specification Sections; one (1) of which will be retained by Architect. If number isn't identified, submit two (2) samples of each item.

E. Reviewed samples which may be used in the Work are indicated in individual Specification Sections.

1.9 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

A. When specified in individual Specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.11 ARCHITECT'S ACTION

A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal and mark with the appropriate "Action".

B. Final Unrestricted Release: Where the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.

   1. Marking: "No Exception Taken" or "Approved"

C. Final-But-Restricted Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with either the Architect's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.

   1. Marking: "Make Corrections Noted" or "Approved As Noted"

D. Returned for Resubmittal: When the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing, fabrications, delivery, or other activity. Revise the submittal based on the Architect's notations stating the reasons for returning the submittal without delay. Repeat to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

   1. Marking: "Revise & Resubmit".

E. Rejected and Returned for Resubmittal: When the submittal is marked as follows, do not proceed with any of the work covered by the submittal. Resubmit with specified item and/or construction methods. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

   1. "Rejected".
   2. "Submit Specified Item".

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. References.

B. Inspection and testing laboratory services.

C. Manufacturers' field services and reports.

1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.

1.3 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 the Architect prior to proceeding with Work.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, of specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

1.4 REFERENCES

A. Conform to reference standard by date of issue current on date for receiving bids or date of Owner-Contractor Agreement when there are no Bids.

B. Should specified reference standards conflict with Contract Documents, request clarification from the Architect prior to proceeding with Work.

C. 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.

1.5 INSPECTION AND TESTING LABORATORY SERVICES

A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing as required for the project.

B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Owner and the Architect.

C. Reports will be submitted by the independent firm to the Owner and the Architect, electronically or in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

1. Notify Owner and independent firm 24 hours prior to expected time for operations requiring services.

2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Owner. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum.

END OF SECTION 01 40 00

SECTION 01 60 00 – PRODUCT REQUIREMENTS / SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Substitution Procedures: See 01 60 00-A Product Substitution Form following this Section.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.

3. Comparable Products/Request for Substitution: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2, Article 2.2 "Comparable Products/Request for Substitution", to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Products/Request for Substitution Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.

2. Data indicating compliance with the requirements specified in PART 2, Article 2.2 "Comparable Products/Request for Substitution" and completion of Section 01 60 00-A Product Substitution Form.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."

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

1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Landscape Architect will make selection.
5. Where products are accompanied by the term “match sample”, sample to be matched is the Owner’s/Landscape Architect’s.
6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. List of Products: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements.
2. List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements.
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require the phrase "match Owner/Landscape Architect's sample," provide a product that complies with requirements and matches Owner/Landscape Architect's sample. Landscape Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with the requirements specified in PART 2, Article 2.2 "Comparable Products" and completion of Section 01 60 00-A Product Substitution Form.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Landscape Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Landscape Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

1. Standard Range: Where Specifications includes the phrase “standard range of colors, patterns, textures” or similar phrase, Landscape Architect will select color, pattern, density, or texture from manufacturer’s product line that does not include premium items.

2.2 COMPARABLE PRODUCTS / REQUEST FOR SUBSTITUTION

A. Landscape Architect will consider requests for Product Substitutions if received within ten (10) days prior to Bid. Requests received after that time may be considered or rejected at the discretion of the Landscape Architect and the Owner with monetary credit unless products are unavailable.

B. Conditions for Consideration of Comparable Products Substitutions: Landscape Architect will consider Contractor's request for substitution of a comparable product when the following conditions are satisfied – See 01 60 00-A Product Substitution Form included following this

Specification. If the following conditions are not satisfied, the Landscape Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of Landscape Architects and Owners, if requested.
5. Samples, if requested.

C. Landscape Architect's Action on Comparable Products Submittal: If necessary, Landscape Architect will request additional information or documentation for evaluation.

1. The Landscape Architect’s acceptance of the comparable product will be included in the Addenda as an “Approved Equal” prior to receipt of Bids.
2. Use product specified if Landscape Architect does not issue a decision on use of a comparable product request within time allocated.

END OF SECTION 01 60 00

Product Substitution Request Form – 01 60 00-A

TO: South Carolina Department of Agriculture

PROJECT: Pee Dee State Farmers Market Upgrades & Improvements #P16-9526-CB

We hereby submit for your consideration the following product instead of the specified item for the above project:

Drawing	Spec. Sect. No.	Paragraph	Specified Item

Proposed Substitution: _____

Attach three (3) printed copies of complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Complete the questionnaire below:

A. Provide a comparison of significant qualities of the proposed substitution with those specified.

_____

(Attach a spreadsheet or additional sheets if required.)

B. Are changes or modifications needed to other parts of the Work and to construction to be performed by the Owner and/or separate Contractors? Yes ____ No ____

If yes, clearly indicate the changes:

_____

(Attach additional sheets if required.)

C. Will this substitution affect the Construction Schedule compared to the Schedule without the approval of the substitution? Yes ____ No ____

If yes, clearly indicate the impact on the Schedule:

_____

D. What effect will this substitution have on the Contract Sum? Will additional Owner design costs be required to accommodate the substitution?

_____

E. Are Manufacturer's warranties of the proposed substitution and the specified item the same?

Yes ____ No ____

If no, clearly indicate the differences in the warranties:

_____

F. Are maintenance services and sources for the proposed substitution more beneficial to the Owner than the specified product? Yes ____ No ____

If yes, clearly indicate the benefits:

_____

(Attach additional sheets if required.)

Certificate of Equal Performance and Assumption of Liability for Equal Performance

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item and will meet or exceed the performance criteria in the application indicated. The undersigned further waives any rights to additional payment or time should this substitution not perform adequately.

Submitted By: _____

Signature: _____

Title: _____

Firm: _____

Address: _____

_____

_____

Telephone: _____ Email: _____

Signature shall be by a person having authority to legally bind this firm to the above terms. Failure to provide legally binding signature will result in rejection of proposed substitution.

Landscape Architect's Action: The Landscape Architect will issue a list of substitutions and “approved equal” manufacturers or products no later than five (5) days prior to bid in the Final Addendum. If a decision on use of a substitute cannot be made within the time allocated, use the product specified.

The Contractor's submittal and Landscape Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

For Use By Landscape Architect:

____Accepted ____Not Accepted

____Accepted as Noted ____Received Too Late

Remarks:

_____

_____

_____

_____

SECTION 01 73 00 – EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction Layout.
2. Abatement and Demolition.
3. Installation of the Work.
4. Cutting and Patching.
5. Coordination of Owner's Portion of the Work.
6. Progress Cleaning.
7. Protection of Installed Construction.
8. Correction of the Work.

1.2 RELATED SECTIONS

A. Section 01 10 00 "Summary of Work" for coordination and limits on use of Project site.

B. Section 01 77 00 "Closeout Procedures" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in the Architect's opinion, reduce the existing construction's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned.

D. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning, investigate and verify the existence and location of utilities, mechanical and electrical systems, and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 01 31 00 "Project Management and Coordination."

3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb, and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachments, Anchors and Fasteners: Provide attachment plates, anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by the Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary of Work."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit to be abandoned, if applicable. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 COORDINATION OF OWNER'S PORTION OF THE WORK

A. Site Access: Provide access to Project site for Owner's and Architect's personnel.

B. Coordination: Coordinate construction and operations of the Work with work to be performed by Owner's construction personnel and Owner's separate Contractors, if required.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for coordination with all other parties performing Work in conjunction with this project. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

3.7 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

1. Protect all existing facility systems (HVAC, alarms, lighting, etc.) from dust or smoke intrusion.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 01 73 00

SECTION 01 74 00 - WARRANTIES

PART 1 – GENERAL

1.1 SUMMARY

A The Contractor shall warrant the work of all trades, including labor, materials and work performed under the General Contract. All Warranties shall commence on the date of Substantial Completion warranting the Work for a period of one (1) year unless otherwise noted in the Contract Documents. The Substantial Completion date as Warranty commencement applies to all products and in place work unless otherwise noted, not the manufacture or delivery date.

B The Work shall be warranted for a period of one (1) year as defined in this Section and the General Conditions unless additional warranty times or requirements are noted in the Contract Documents. Special Requirements for Warranties for products and installations are specified in Sections of Divisions -2 through -48, if necessary.

C A One (1) Year Warranty observation shall be scheduled by the Architect at ten (10) months following Substantial Completion to determine any deficiencies that may have developed. The Contractor is responsible to correct all deficiencies prior to the end of the one (1) year period.

D Original Product Warranties shall be assembled and bound in a warranty section of the project manuals described in the project closeout requirements.

1.2 WARRANTIES

A Standard Product Warranties: Preprinted written Warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B Workmanship Warranties: Written Warranties are required from the General Contractor and all Subcontractors who have provided labor and/or materials/products for the project. See 01 77 00 Closeout Procedures for submittal requirements.

C Special Warranties: Written Warranties required by or incorporated into Contract Documents, to extend time limits provided by standard Warranties or to provide greater rights for the Owner.

1. When a Special Warranty is to be executed by the Contractor, or the Contractor and a Subcontractor, Supplier or Manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

2. Refer to individual Sections of Divisions -2 through -48, as needed, for specific content and particular requirements for submittal of Special Warranties.

D Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product Warranties do not relieve the Contractor of the Warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special Warranties with the Contractor.

1.3 DAMAGES, LOSSES, REINSTATEMENT

A Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B Reinstatement of Warranty: When Work covered by a Warranty has failed and been corrected, reinstate the Warranty by written endorsement. The reinstated Warranty shall be equal to the original Warranty with modifications to the commencement as defined in the General Conditions.

C Replacement Cost: On determination that Work covered by a Warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents.

D The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.

PART 2 – PRODUCTS

2.1 OWNER'S RIGHTS

A Owner's Recourse: Written Warranties made to the Owner are in addition to implied Warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

B Rejection of Warranties: The Owner reserves the right to reject Warranties and limit selections to products with Warranties not in conflict with requirements of the Contract Documents. The Owner reserves the right to refuse to accept Work where a Special Warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

PART 3 – EXECUTION

3.1 SUBMITTAL OF PRODUCT WARRANTIES

A Submit Product Warranties to the Architect prior to the date certified for Final Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for Warranties other than the date of Substantial Completion, submit written Warranties effective on the designated date.

1. When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed Warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.

B Provide One (1) electronic device (Flash Drive or CD) for ALL electronic Closeout Documents – See Specification Section 01 77 00 Closeout Procedures. Identify the Flash Drive or CD with the typed or printed title of South Carolina Department of Agriculture (SCDA), Project #P16-9526-CB, Pee Dee State Farmers Market Upgrades & Improvements, and include complete contact information for the Contractor.

1. Identify the specific Folder as "WARRANTIES AND BONDS". Electronic copies must be scanned in color and bear all information, signatures and other information indicated on the paper copies in a neat, plumb and aligned manner that when printed will appear as the printed record documents.

2. Provide a Table of Contents for the Warranties and Bonds Folder with the documents organized into an orderly sequence based on the Table of Contents of the Project Manual. Within each line item in the Table of Contents, provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

3. When Operating and Maintenance Manuals are required for warranted construction, provide additional copies of each Warranty, as necessary, for inclusion in each required paper manual or electronic manual file.

END OF SECTION 01 74 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Closeout Procedures.

B. Final Cleaning.

C. Project Record Documents.

D. Warranties.

1.2 RELATED SECTIONS

A. AIA A201-2017 General Conditions of the Contract for Construction (SCOSE Version).

B. Record Documents.

1. Refer to the specific requirements of other sections in the Contract Documents for Substantial and Final Completion dates and procedures and Chapter 7, Section 7.24 of the most current OSE Manual for Planning and Execution of State Permanent Improvements for all required Closeout documentation.

1.3 FINAL CLEANING

A. Execute final cleaning of site prior to final inspection.

B. Clean debris from drainage system.

C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 CLOSEOUT SUBMITTALS

NOTE – For Digital Closeout Submittals: Provide One (1) electronic device (Flash Drive or CD) for ALL electronic Closeout Documents –Identify the Flash Drive or CD with the typed or printed title of South Carolina Department of Agriculture (SCDA), Project #P16-9526-CB, Pee Dee State Farmers Market Upgrades & Improvements, and include complete contact information for the Contractor on a Table of Contents Cover Sheet.

A. Record Drawings: Comply with the following:

1. Printed: Submit one (1) set of marked-up “As-built Record Drawings”. Include date and all contact information for General Contractor on cover page.
2. Digital: Submit scanned “As-built Record Drawings” PDF electronic files. Include date and all contact information for General Contractor on cover page of scan.
   a. Include every project drawing, whether or not changes and additional information were recorded, including drawing revisions and sketches provided during construction.

B. Record Specifications: Comply with the following:

1. Printed: Submit one (1) marked-up “As-built Record Project Manual” including Addenda and all Contract modifications. Include date and all contact information for General Contractor on cover page.
   a. Mark-up Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, Addenda and Contract modifications.
2. Digital: Submit scanned and annotated PDF electronic files of complete “As-built Record Project Specifications”, including Addenda and all Contract modifications. Include date and all contact information for General Contractor on cover page of scan.

C. Record Product Data (No printed copies are required):

1. Digital: Submit record annotated PDF electronic data files of all approved Submittals and Shop Drawings organized by Specifications Section number and title.

D. Closeout Documentation
   1. Submit Digital PDF electronic files of all Product Warranties organized by Specifications Section number and title – See Article 1.6 below and Specification Section 01 74 00 Warranties. Printed copies are NOT required.
   2. Submit Digital PDF electronic files of all Workmanship Warranties (General Contractor and Subcontractor) organized by Specifications Section number and title. Printed copies are NOT required.
   3. Submit PDF electronic files of all Testing Reports organized by date. Printed copies are NOT required.
   4. Submit PDF electronic files for all completed Substantial Completion and Final Completion Punch Lists. Printed copies are NOT required.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain on site, one (1) set of the following record documents; record actual revisions to the Work:
   1. Construction Drawings.
   2. Project Specifications Manual.
   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. Record all as-built conditions for submission to the Architect.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   2. Field changes of dimension and detail.
   3. Details not on original Contract Drawings.

E. Record Specifications Manual: Legibly mark and record at each Product section description of actual Products installed where product and/or use varies from that indicated, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized, including date of approval by Agency.
   3. Changes made by Addenda and Modifications.

F. Submit a clean, undamaged set of all As-Built Project Record Documents to the Architect prior to claim for Final Application for Payment.

1.6 WARRANTIES

A. Execute and assemble documents from Subcontractors, Suppliers, and Manufacturers.

B. When hard copies are required, provide Table of Contents and assemble in three (3) ring “D” side binder with durable plastic cover. Refer Specification Section 01 74 00.

C. Submit prior to final Application for Payment.

D. For items of Work delayed beyond date of Final Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of Warranty period.

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Pre-Demolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report that indicates the measures proposed for protecting individuals and property**,** for dust control. Indicate proposed locations and construction of barriers.

B. Schedule of selective demolition activities with starting and ending dates for each activity.

1.5 CLOSEOUT SUBMITTALS

A. Inventory of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Inventory and record the condition of items to be removed and salvaged, if any are identified.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before

starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

4. Maintain fire watch during and for at least 2 (two) hours after flame-cutting operations.
5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
6. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned, and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide cast-in-place concrete, including formwork and reinforcement, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Reference Standards: Comply with the following codes, specifications and standards, except as otherwise shown or specified:

1. American Concrete Institute (ACI) Publications:
   - ACI 301 Specification for Structural Concrete for Buildings
   - ACI 305 Recommended Practice for Hot Weather Concreting
   - ACI 306 Recommended Practice for Cold Weather Concreting
   - ACI 315 Manual of Standard Practice for Detailing Reinforced Concrete Structures
   - ACI 318 Building Code Requirements for Reinforced Concrete
   - ACI 347 Recommended Practice for Concrete Framework
2. American Society for Testing and Materials (ASTM) Publications:
   - A185 Welded Steel Wire Fabric for Concrete Reinforcement
   - A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
   - C31 Making and Curing Concrete Test Specimens in the Field
   - C33 Concrete Aggregates
   - C39-72 Compressive Strength of Cylindrical Concrete Specimens
   - C94 Ready-Mixed Concrete
   - C150 Portland Cement
   - C260 Air-Entraining Admixtures for Concrete
3. Concrete Reinforcing Steel Institute (CRSI):
   "Manual of Standard Practice"
4. American Welding Society (AWS) Publication:
   - D12.1-61 Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete

C. Testing Agency: A testing laboratory will be retained by the Owner to perform material evaluation tests required by these specifications.

D. Qualifications of Contractors Performing Concrete Work: Minimum of two (2) years experience on comparable concrete projects.

E. Plant Qualification: Plant equipment and facilities shall meet all requirements of the Check List for Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C94.

1.3 SUBMITTALS

A. Comply with the pertinent provisions of Section 01 33 00.

B. Within 15 calendar days after receiving the Owner's Notice to Proceed, submit proposed mix designs for approval.

1. Proportions shall be determined by means of laboratory tests of concrete made with the cement and aggregate proposed for use.
2. Provide report in detail from an approved testing laboratory showing 7-day and 28-day strengths obtained using materials proposed.
3. Required average strength above specified strength:
   a. Determinations of required average strength above specified strength (f'c) shall be in accordance with ACI 318 and ACI 301.
   b. Establish the required average strength of the design mix using the materials proposed to be employed. Standard deviations shall be determined by thirty tests. Average strength used for selecting proportions shall exceed specified strength (f'c) by at least:

400 psi	Standard deviation is less than 300
550 psi	Standard deviation is 300 to 400
700 psi	Standard deviation is 400 to 500
900 psi	Standard deviation is 500 to 600
1200 psi	Standard deviation is above 600 or unknown

   c. When the ready-mix producer does not have a record of past performance, the combination of materials and the proportions selected shall be selected from trial mixes having proportions and consistencies suitable for the work using at least three (3) different water/cement ratios which will produce a range of strengths encompassing those required. Average strength required shall be 1200 psi above specified strength.
4. Cost of this work shall be borne by the Contractor.

C. Manufacturer's Data: Submit manufacturer's specification with application instructions for proprietary materials and items, including curing compound, form release agents, admixtures, patching compounds, and others as required by the Engineer.

D. Shop Drawings: Submit the following shop drawings to the Engineer for approval before work is started:
1. Reinforcing steel drawings: Prepare in accordance with ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, dimensions and details of bar reinforcing and accessories.
2. Cementitious coating.

1.4 PRODUCT HANDLING

A. Comply with pertinent provisions of Section 01 60 00 Product Requirements.

B. Store reinforcement in a manner that will avoid excessive rusting or coating by grease, oil, dirt and other objectionable materials.

C. Keep reinforcement in separate piles or racks so as to avoid loss of identification after bundles are broken.

PART 2 - PRODUCTS

2.1 FORMS

A. Use form materials conforming to ACI 347.

B. Form lumber: Use lumber of sufficient quality and grade, size and stiffness to adequately support the work and ensure dimensional accuracy.

C. Form ties: Use form ties which do not leave an open hole through the concrete and which permit neat and solid patching at every hole.
1. Use ties with cones that allow a 1" break back and facilitate patching.
2. On structures containing water or other liquid or below grade structures, use embedded rod ties with integral waterstops in addition to cones.

3. Wire ties and wood spreaders will not be permitted.

D. Form coatings: Form release coating shall be neat oil with surface wetting agent or chemical release agent which effectively prevents absorption of moisture, prevents bonding with concrete, is non-staining to concrete and leaves the concrete with a paintable surface.
   1. On surfaces to receive an applied coating, use a residual free chemical form release agent which is compatible with the applied coating and will not prevent the applied finish from satisfactorily bonding to the concrete.

E. Chamfer strips: Chamfer strips shall be wood or polyvinyl strips or approved equal, designed to be nailed in the forms to provide a 3/4" chamfer (unless indicated otherwise) at all exposed edges and corners of concrete members.

2.2 REINFORCEMENT

A. Comply with the following as minimums:
   1. Bars: ASTM A615, Grade 60, unless otherwise shown on the Drawings, using deformed bars for Number 3 and larger.
   2. Welded Wire Fabric: ASTM A185.
      a. Use sheet (mat) welded wire fabric only.
      b. Welded wire fabric supplied in rolls will not be accepted.
   3. Bending: ACI 315 and ACI 318.

B. Fabricate reinforcement to the required shapes and dimensions, within fabrication tolerances stated in the CRSI "Manual of Standard Practices".

C. Do not use reinforcement having any of the following defects:
   1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances.
   2. Bends or kinks not indicated on the Drawings or required for this Work.
   3. Bars with excessive rust, scale, dirt, oil or other defects which will reduce the bond or the effective cross section of the bar.

D. Furnish all support bars, tie bars, chairs, bolsters, etc. required for properly supporting and spacing bars in the forms.
   1. For slabs on grade, use supports with stand plates or horizontal runners where wetted base materials will not support chair legs. Other supports must be approved by the Engineer.
   2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are hot-dip galvanized, plastic protected or stainless steel.
   3. Supply supports for welded wire fabric as follows:

Welded Wire Fabric Support Spacing

Welded Wire Reinforcement (diameter)	Welded Wire Spacing (inches)	Maximum Support Spacing (feet)
W9 or larger	12 and greater	4
W5 to W8	12 and greater	3
W9 and larger	Less than 12	3
W4 to W8	Less than 12	2
Less than W4	Less than 12	1.5

E. Tie Wire: FS QQ-W-461, annealed steel, black, 16 gauge minimum.

F. Welding Electrodes: AWS A5.1, low hydrogen, E70 series.

G. Splice Devices: Shall be sized to develop one hundred twenty-five (125%) percent of yield strength of bar.

2.3 CONCRETE MATERIALS

A. Cement: Use portland cement: ASTM C150, Type I, Type I-P or Type II, low alkali.
   1. Where concrete will be exposed to sewage, use Type II or I-P cement.
   2. Fly ash shall conform to ASTM C618, Class C or F.
   3. Fly ash content shall not exceed 20% by weight of the total amount of cementitious materials (portland cement plus fly ash).

B. Aggregates:
   1. Fine aggregate: Conform to ASTM C33.
   2. Coarse aggregate: Conform to ASTM C33, Size #57.

C. Water: Clean and potable and free from injurious amounts of deleterious materials.

D. Admixtures:
   1. Air Entraining Admixture: ASTM C260.
   2. Water reducing, set controlling admixture: Conform to ASTM C494.
      a. Type A - water reducing.
      b. Type D - water reducing and retarding.
   3. Superplasticizers: Conform to ASTM C494, Types F and G.
      a. Use superplasticizers in thin section placements and in areas of congested reinforcing and/or embedded items, or where otherwise approved by the Engineer.
      b. Use where conventional consolidation techniques are impractical.
   4. Do not use admixtures containing calcium chloride.

E. Fiber Reinforcing:
   1. Use fiber reinforcing where indicated on the drawings.
   2. Provide polypropylene or co-polymer fibers as manufactured by High Tech Fibers, Inc., Fibermesh Company or an approved equal.
   3. Where required, use fiber reinforcing at a rate of 2.0 lbs. per cubic yard unless another rate is indicated on the drawings.

F. Curing compounds:
   1. On all vertical and formed surfaces, construction joints, basin slabs, surfaces to receive an applied coating or finish, and other surfaces except as otherwise indicated or specified, use a non-residual, non-staining curing compound conforming to ASTM C309 Type 1 and 1D. Acceptable products are:
      a. L&M Cure by L&M Construction Chemicals, Inc.
      b. Horn WB-75 by A.C. Horn Company.
      c. Sonosil by Sonneborn, Inc.
      d. Approved equal.
   2. On building floor slabs not otherwise receiving an applied coating or finish and on other flatwork as indicated on the Drawings, provide an acrylic copolymer curing and sealing compound conforming to ASTM C309 Type 1 and the following:
      a. Non-yellowing.
      b. Minimum 20% solids.
      c. Maximum unit moisture loss in accordance with ASTM C156 - 0.40 kg./sq.m at 72 hours.
      d. Acceptable products are Dress & Seal by L&M Construction Chemicals, Inc., Clear Seal Standard by A. C. Horn Company, Kure-N-Seal 0800 by Sonneborn, Inc., or approved equal.

2.4 CONCRETE MIXES

A. Provide concrete with the compressive strengths shown on the Drawings. When such strengths are not shown on the Drawings, provide the following 28-day strengths as minimum:

1. All structural concrete except as indicated in Nos. 2 and 3 below or as noted otherwise on the plans — 4000 psi
2. All sidewalks, curbs and gutters, and unreinforced foundations — 3000 psi
3. Thrust blocking, backfill or encasement for piping, and concrete fill — 2500 psi
4. Pre-stressed or precast concrete: — 5000 psi

B. Maximum Water Cement Ratios:

4000 psi concrete	0.5
3000 psi concrete	0.53
2500 psi concrete	0.67

C. Entrained Air:

3000 and 4000 psi concrete	5% ± □1%
2500 psi concrete	Not Required

D. Slump:

3000 and 4000 psi concrete	4" ± □1"
2500 psi concrete	5" ± □1"

E. Production of Concrete:

1. General: Concrete shall be ready mixed and shall be batched, mixed and transported in accordance with ASTM C94 except as otherwise indicated.
2. Monitor time and mix proportions by plant delivery slips.
3. Air Entraining Admixtures: Add air entraining admixture into the mixture as a solution and measure by means of an approved mechanical dispensing device.
4. Water Reducing and Retarding Admixture: Add water reducing and retarding admixture and measure as recommended by the manufacturer.
5. Addition of water to the mix upon arrival at the job site shall not exceed that necessary to compensate for a 1" loss in slump, nor shall the design maximum water-cement ratio be exceeded. Water shall not be added to the batch at any later time.
6. Weather Conditions: Control temperature of mix as required by ACI 306 "Cold Weather Concreting" and by ACI 305 "Hot Weather Concreting".

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

B. Water, mud, organic, and other detrimental material shall be removed from excavations before concrete is deposited.

C. Notify the Engineer prior to placing concrete and place no concrete until the formwork, reinforcing and embedded items have been observed by the Engineer.

3.2 FORMWORK

A. General:

1. Construct forms in conformance with ACI 347.

2. Design, erect, support, brace and maintain formwork so it will safely support vertical and lateral loads which might be applied until such loads can be supported safely by the concrete structure.
3. Construct forms to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in the finished structure.
4. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and prevent fins.

B. Form Construction and Erection:
1. Construct forms in conformance with ACI 347.
2. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts and other embedded items as required.
3. Hold inner and outer forms for vertical concrete together with combination steel ties and spreaders approved by the Engineer.
4. Unless specifically stated otherwise, provide 3/4" chamfer at all exposed edges of concrete.
5. Provide temporary openings in the formwork where necessary to facilitate cleaning and inspection of the formwork.
6. Coat form contact surfaces with approved form coating compound prior to placing reinforcing steel.
7. Do not allow excess form coating material to accumulate in the forms or to come in contact with reinforcing surfaces which will bond to fresh concrete.
8. Side forms for footings may be omitted, and concrete may be placed directly against excavation only when requested by the Contractor and approved by the Engineer.
9. Provide a positive means of adjustment of shores and struts and ensure that all settlement is taken up during concrete placing.
10. Construct blockouts and formed openings of sufficient size and proper location to permit final alignment of items within it or passing through it.
    a. Allow sufficient space for grouting, packing or sealing around any items penetrating the opening as may be required to ensure watertightness.
    b. Provide openings with continuous keyways with waterstops where required, and provide a slight flare to facilitate grouting and the escape of entrapped air during grouting.
    c. Provide only blockouts or openings that are shown on the drawings or otherwise approved by the Engineer.

C. Formwork Reuse: Reuse only forms that are in good condition and which maintain a uniform surface texture on expose concrete surfaces.
1. Apply a light sanding as necessary to obtain a uniform texture.
2. Plug unused tie holes and penetrations flush with the form surface.

D. Removal of Forms:
1. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety. Do not remove shoring until the member has acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.
2. Do not remove forms before the following minimum times without prior approval from the Engineer:

a.	Sides of footings or slabs on grade	24 hrs
b.	Walls not supporting load	48 hrs
c.	Vertical sides of beams	48 hrs
d.	Columns not supporting load	48 hrs
e.	Suspended slabs or beam bottoms (forms only)	10 days

3. In determining the minimum stripping times, consider only the cumulative time during which the ambient temperature of the air surrounding the concrete is above 50ºF.
4. Do not remove shoring for suspended slabs or beams until the concrete has reached 75% of the specified 28 day strength.
5. When reshoring or backshoring is permitted or required, plan the operations in advance and submit procedures to the Engineer for approval.
    a. Design and plan all reshoring operations to support all construction loading and in accordance with ACI 347.
6. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
7. Do not permit steel spreaders, form ties, or other metal to project from or be visible on any concrete surface except where so shown on the drawings.
8. Whenever the formwork is removed during the curing period, continue to cure the exposed concrete by one of the methods specified herein.

3.3 EMBEDDED ITEMS

A. Embedded items: Set anchor bolts and other embedded items accurately and securely in position in the forms until the concrete is placed and set.
    1. Use templates where practical for all anchor bolts.
    2. Check locations of all anchor bolt and special castings prior to placing concrete and verify locations after concreting.

B. Piping cast in concrete:
    1. Install and secure sleeves, wall pipes and pipe penetrations before placing concrete.
    2. Do not weld or otherwise attach piping to reinforcing steel.
    3. Support piping to be encased in concrete securely and on firm foundation so as to prevent movement or settlement during concreting.

C. Locate electrical conduit so that it will not impair the strength of the construction.
    1. Do not use conduits running within (not passing through) a slab, wall or beam that are larger in outside diameter than 1/3 overall concrete thickness unless otherwise approved by the Engineer.
    2. Do not space conduits closer than three conduit diameters apart unless otherwise approved by the Engineer.

3.4 REINFORCEMENT

A. General: Comply with the specified codes and standards and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports and as herein specified.
    1. Clean reinforcement and remove loose dust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
    2. Position and secure reinforcement against displacement by forms, construction, and the concrete placement operations.
    3. Use adequate number of ties to secure reinforcing.
    4. Do not weld or field bend reinforcing without prior approval by the Engineer.

B. Placing Reinforcing:
    1. Provide and install all chairs, runners, bolsters, standees and other accessories in sufficient quantities to satisfactorily position the reinforcing and hold it in place during concrete placement.
    2. Support reinforcing for slabs on ground on chairs or bolsters with stand plates or a properly sized concrete cube.

a. Use concrete bricks as supports only as approved by the Engineer.

3. Secure and tie dowels in place prior to placing concrete. Do not press dowels into wet concrete.

C. Concrete Cover: Unless otherwise indicated on the drawings or specified herein, install reinforcing with clear concrete coverage in conformance with ACI 318.
   1. All reinforcement, regardless of size, exposed to water or sewage shall have 2" cover.
   2. Place reinforcement a minimum of 2" clear of any openings or metal pipe or fittings.

D. Splicing reinforcement: Splice reinforcement steel in accordance with the latest revisions of ACI 318 "Building Code Requirements for Reinforced Concrete" unless shown otherwise on the drawings.
   1. All splices at wall corners or intersections and at wall and foundation intersections shall be Class B tension splices per ACI 3-18, Sections 12.2.2 and 12.15.
   2. All other splices of vertical or horizontal steel in walls shall be Class B tension splices as per ACI 318 per ACI 318, Sections 12.2.2 and 12.15.
   3. Horizontal ring steel in circular, non-prestressed concrete tanks shall be Class B tension splices and the splices shall be staggered so that no more than 50% of the bars are spliced at any one location.
   4. All welded or mechanical splicing devices shall develop 125% of the yield strength of the bar.
   5. Column vertical bars shall lap 30 bar diameters with dowels at the base of the column unless otherwise noted. Dowels shall be the same size and quantity as column vertical bars unless otherwise noted.
   6. All splices not otherwise shown or specified shall be Class B tension lap splices per ACI 318, Sections 12.2.2 and 12.15.

E. Tolerances: Place bars in the locations indicated within the tolerances conforming to the CRSI "Manual of Standard Practice".

F. Welded wire mesh: Install welded wire fabric in as long of a length as practicable and lay flat before placing concrete.
   1. Use only mat welded wire fabric. Do not use welded wire fabric from rolls.
   2. Support and tie mesh to prevent movement during concrete placement.
   3. Lap adjoining pieces at least one full mesh and lace splices with wire.
   4. Provide, at a minimum, supports for welded wire fabric according to the Table in Section 2.2.D.3. Confirm the adequacy of the support spacings listed therein for the anticipated construction loads. Increase the number of supports, if necessary, to assure that the final position of the welded wire fabric will conform to that shown on the drawings.
   5. Do not place welded wire fabric on the subbase surface and then hook or "pull up" the reinforcement during concrete placement.
   6. Do not lay welded wire fabric on top of the freshly placed concrete and then "walk it" into place.

3.5 PLACING CONCRETE

A. Preparation:
   1. Remove foreign matter accumulated in the forms.
   2. Rigidly close openings left in the formwork.
   3. Wet wood forms sufficiently to tighten up cracks. Wet other material sufficiently to maintain workability of the concrete.
   4. Use only clean tools.
   5. Provide and maintain sufficient tools and equipment on hand to facilitate uninterrupted placement of the concrete.
   6. Before commencing concrete, inspect and complete installation of formwork, reinforcing steel and all items to be embedded or cast-in.

B. Conveying:
   1. Transport and handle concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients to maintain the quality of the concrete.
   2. Provide equipment for lifting, dumping, chuting, pumping or conveying the concrete, of such size and design as to ensure a practically continuous flow of concrete at the delivery and without separation of materials.
   3. Use hopers and elephant trunks where necessary to prevent the free fall of concrete for more than 4'.
   4. Do not use concrete that is not placed within 1-1/2 hours after water is first introduced into the mix unless the slump is such that it meets the specified limits without the addition of water to the batch.

C. Placing:
   1. Deposit concrete as nearly as practicable in its final location so as to avoid separation due to rehandling and flowing.
   2. Deposit concrete in horizontal layers not deeper than 2', avoiding inclined layers.
   3. Place concrete at such a manner that concrete upon which fresh concrete is deposited is still plastic.
   4. Bring slab surfaces to the correct level with screeds set to the proper elevation.

D. Hot Weather Placement: Place concrete in hot weather in accordance with ACI 305 "Hot Weather Concreting" and as specified herein.
   1. Do not place concrete whose temperature exceeds 100ºF.
   2. Thoroughly wet forms and reinforcing prior to placement of concrete.
   3. Use additional set retarder as necessary to increase set time.
   4. Limit the size of the pour where it may reduce the likelihood of cold joints due to reduced set time.
   5. Shade the fresh concrete as soon as possible after placing.
   6. Start curing as soon as the concrete is sufficiently hard to permit without damage.

E. Cold Weather Placement: Place concrete in cold weather in accordance with ACI 306 and as specified herein.
   1. Except when authorized specifically by the Engineer, do not place concrete when the atmospheric temperature is below 40ºF.
   2. When cold weather placement is approved by the Engineer, heat either the mixing water or aggregate or both so that the concrete temperature is between 65ºF and 85ºF.
   3. Protect the freshly placed concrete by adequate housing or covering and provide heat to maintain a temperature of not less than 50ºF for not less than four days.
   4. Do not add salts, chemicals, or other materials to the concrete mix to lower the freezing point of the concrete.

F. Consolidation:
   1. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand spading, rodding, or tamping.
      a. Use vibrators having a 2" head diameter and a minimum frequency of 8000 vibrations per second.
      b. Provide sufficient number of vibrators to properly consolidate the concrete, keeping up with placement operations.
      c. Provide at least one spare vibrator on site.
   2. Insert and withdraw vibrators at points approximately 18" apart.
   3. Do not vibrate forms or reinforcement.

4. Do not use vibrators to transport concrete inside the forms.

3.6 PROTECTION

A. Protect the surface finish of newly placed concrete from damage by rainwater or construction traffic.

B. Do not apply design loads to structures until the concrete has obtained the specified strength.
   1. Do not backfill against walls until they have reached the specified strength and all supporting or bracing walls, slabs, etc. have also reached the specified strength, unless otherwise permitted by the Engineer.
   2. Protect structures from construction overloads.

3.7 CURING

A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures and mechanical injury.

B. Continuously cure concrete for a period of not less than 7 days after placement.
   1. When seven-day cylinder breaks indicate, in the opinion of the Engineer, the possibility of low strength concrete, provide additional curing as per the request of the Engineer.
   2. When temperatures during the curing period fall below 40ºF, provide additional curing time as directed by the Engineer.

C. Unless otherwise directed by the Engineer, cure concrete not in contact with forms in accordance with one of the following procedures:
   1. Ponding or sprinkling: Keep entire concrete surface wet by continuously sprinkling or by allowing water to pond, covering all surfaces.
   2. Wet Burlap: Thoroughly wet and cover all concrete surfaces with wet burlap mats as soon as the concrete has set sufficiently to avoid marring the surface.
      a. Keep the burlap continuously wet during the curing period.
   3. Curing Blankets: Thoroughly wet concrete surfaces to be cured and cover with curing blankets as soon as the concrete has set sufficiently to avoid marring the surface.
      a. Weight the blankets down to maintain close contact with the concrete surface.
      b. Use sheets of waterproof kraft paper with the joints between sheets taped continuously; or
      c. Use sheets of 4 mil or thicker polyethylene with the joints between sheets continuously taped.
   4. Wet Sand: Apply a layer of sand over the entire surface and keep it continuously wet.
   5. Curing Compound: Apply curing compound immediately after completion of the finish on uniformed surfaces and within two hours after removal of forms on formed surfaces.
      a. Spray the entire surface with two coats of liquid curing compound, applying the second coat in the direction of a 90º angle to the first coat.
      b. Apply compound in accordance with the manufacturer's instructions to cover the surface with a uniform film which will seal thoroughly.

D. Hot Weather: When necessary, provide wind breaks, shading, fog spraying, sprinkling, ponding or wet covering with a light colored material applying as quickly as concrete hardening and finishing operations will allow.

3.8 CONCRETE FINISHING

A. Finish schedule: Unless otherwise indicated on the drawings, finish all concrete surfaces in accordance with the following schedule:
   1. Form Finish: Formed surfaces not ordinarily exposed to view, including:
      a. Interior walls of open tanks below a line one foot lower than the lowest normal water level.
      b. The underside of slabs not exposed to view.

c. Walls below grade.

2. Cementitious Coating: All formed surfaces exposed to view including:
   a. Interior walls of tanks above a line one foot lower than the lowest normal water level.
   b. The underside of slabs, soffits, etc. exposed to view.
3. Float Finish: Slab surfaces not exposed to view or not receiving an applied thin finish, including:
   a. Bottom slabs of tanks or structures containing water sewage or other liquid.
   b. Foundations not exposed to view.
   c. Roof slabs to be covered with insulation and/or built-up roofing.
4. Trowel Finish: Interior slab surfaces exposed to view or to receive an applied thin film coating or floor finish, including:
   a. Interior, indoor slabs and floors of buildings.
   b. Surfaces on which mechanical equipment moves.
   c. Floors receiving vinyl tile, resilient flooring, carpet, paint, etc.
5. Broom Finish: Exterior, outdoor slabs exposed to view including:
   a. Outdoor floor slabs and walkways.
   b. Other floors which may become wet or otherwise require a non-skid surface.
   c. Sidewalks and concrete pavements.
6. Scratch Finish: Surfaces which are to receive a thick topping or additional concrete cast against them including:
   a. Surfaces receiving concrete equipment pads.
   b. Floors receiving concrete topping.
   c. Construction joints not otherwise keyed.
7. Edge Finish: Exposed edges of slabs not receiving chamfer including:
   a. Sidewalk edges and joints.
   b. Pavement edges and joints.
   c. Other slab edges not chamfered.

B. Finishing Procedures:
1. Form Finish:
   a. Repair defective concrete.
   b. Fill depressions deeper than 1/4".
   c. Fill tie holes.
   d. Remove fins exceeding 1/8" in height.
2. Cementitious Finish:
   a. Patch all tie holes and defects and remove all fins.
   b. Within one (1) day of form removal, fill all bug holes, wet the surfaces and rub with carborundum brick until a uniform color and texture are produced; or
   c. Dampen surfaces, brush apply a grout slurry consisting of 1 part portland cement to 1-1/2 parts sand, and rub the surface vigorously with a stone. Remove all excess grout.
   d. Provide a two coat cement base waterproofing, sealing finish of Thoroseal and Thoroseal Plaster Mix as manufactured by Standard Dry Wall Products, Inc. or an approved equal.
      1) Patch all tie holes and defects and removal all fins, and clean surface of all dirt, laitance, grease, form treatments, curing compounds, etc.
      2) Key Coat: Apply key coat of Thoroseal at a rate of two (2) lbs. per sq. yd. by fiber brush. Mix material using one part of Acryl 60 to three parts clean water. Should material start to drag during application, dampen surface with water. During hot weather periods, dampen surfaces with water prior to application of key coat material. Key coat shall be allowed to cure for five (5) days before applying finish coat.

3) Apply a finish coat consisting of a four (4) to six (6) lbs. per sq. yd. application of Thoroseal Plaster Mix using steel trowel or spray gun. Color to be selected by the Owner. Mix dry material using one (1) part Acryl 60 to three (3) parts clean water. Firmly press the mix into all voids and level with a steel trowel. When surface is set so that it will not roll or lift, float it uniformly using a sponge float.

3. Float Finish:
   a. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.
   b. Cut down all high spots and fill all low spots and float the slab to a uniform sandy texture.
4. Trowel Finish:
   a. Float finish as specified herein.
   b. Power trowel to a smooth surface free of defects.
   c. After the surface has hardened sufficiently, hand trowel until a ringing sound is produced as the trowel is moved over the concrete surface.
5. Broom Finish:
   a. Float finish as specified herein.
   b. Provide a scored texture by drawing a broom across the surface.
6. Scratch Surface:
   a. Screed the surface to the proper elevations.
   b. Roughen with rakes or stiff brushes.
7. Edge Finish: Tool slab edges and joints with a 1/4" radius edging tool.

3.9 SURFACE REPAIR

A. Patching Mortar:
   1. Make a patching mortar consisting of 1 part portland cement to 2-1/2 parts sand by damp loose volume.
   2. Mix the mortar using one part acrylic bonding admixture to two parts water.

B. Tie Holes: Clean and dampen all tie holes and fill solidly with patching mortar.

C. Surface Defects:
   1. Remove all defective concrete down to sound solid concrete.
   2. Chip edges perpendicular to the concrete surface or slightly undercut, allowing no feather edges.
   3. Dampen surfaces to be patched.
   4. Patch defects by filling solidly with repair mortar.

D. Allow the Engineer to observe the work before placing the patching mortar.

E. Repair defective areas greater than 1 sq. ft. or deeper than 1-1/2" as directed by the Engineer using materials approved by the Engineer at no additional expense to the Owner.

3.10 JOINTS

A. Construction Joints:
   1. Unless otherwise approved by the Engineer, provide construction joints as shown on the drawings.
   2. If additional construction joints are found to be required, secure the Engineer's approval of joint design and location prior to start of concrete placement.
   3. Continue all reinforcing across construction joints and provide 1-1/2" deep keyways unless indicated otherwise on the drawings.
      a. Form keyways in place.

4. Provide waterstops in all construction joints of liquid containing structures, structures below grade or other structures as shown on the drawings.

B. Expansion Joints:
   1. Provide expansion joints of size, type and locations as shown on the drawings.
   2. Do not permit reinforcement or other embedded metal items that are being bonded with concrete (except smooth dowels bonded on only one side of the joints, where indicated on the drawings) to extend continuously through any expansion joint.
   3. Provide waterstops where required.

C. Control or Contraction Joints:
   1. Locate and construct control and contraction joints in accordance with the Drawings.
   2. Where no specific joint pattern is indicated in slabs on grade or concrete pavements, submit a proposed joint layout to the Engineer for approval.
   3. Where no specific joint details are shown on the drawings, joints may be tooled, preformed or saw-cut.
   4. Saw-cut joints as soon as the concrete has hardened sufficiently to prevent aggregates from being dislodged by the saw.

3.11 FIELD QUALITY CONTROL

A. Concrete Cylinder Tests:
   1. During construction, prepare test cylinders for compressive strength testing, using 6" diameter by 12" long single use molds, complying with ASTM C31.
      a. Make a set of three (3) test cylinders from each pour of 50 cubic yards or less, plus one (1) additional set of cylinders for each additional 50 cubic yards or fraction thereof.
      b. Identify each and tag cylinder as to date of pour and location of concrete which it represents.
      c. Deliver cylinders to testing lab selected by the Owner.
      d. Cost for preparation and delivery of cylinders shall be borne by the Contractor. Cost for testing cylinders will be borne by the Owner.
   2. Should strengths shown by test cylinders fail to meet specified strengths for the concrete represented, then:
      a. Engineer shall have the right to require changes in the mix proportions as he deems necessary on the remainder of the work.
      b. Additional curing of those portions of the structure represented by the failed test cylinders shall be accomplished as directed by the Engineer.
      c. Upon failure of the additional curing to bring the concrete up to specified strength requirements, strengthening or replacement of those portions of the structure shall be as directed by the Engineer.
      d. The Engineer may require additional testing of concrete in question by either non-destructive methods such as the Swiss Hammer, Windsor Probe or Ultrasonics or by coring and testing the concrete in question in accordance with ASTM C42. Such testing shall be performed at no additional cost to the Owner.

B. Other Field Concrete Tests:
   1. Slump Tests: Either the Engineer or a testing laboratory representative will make slump tests of concrete as it is discharged from the mixer.
      a. Slump test may be made on any concrete batch at the discretion of the Engineer.
      b. Failure to meet specified slump requirements (prior to addition of any superplasticizers) will be cause for rejection of the concrete.
   2. Temperature: The concrete temperature may be checked at the discretion of the Engineer.

3. Entrained Air: Air content of the concrete will be checked by a representative of the testing laboratory at the discretion of the Engineer.

C. Coordination of Laboratory Services: The Contractor shall be responsible for coordination of laboratory services.
   1. Maintain a log recording quantities of each type of concrete placed, date and location of pour.
   2. Inform the testing laboratory of locations and dates of concrete placement and other information as required to be identified in the laboratory's test reports.

D. Tests required because of extensive honeycombing, poor consolidation of the concrete or any suspected deficiency in the concrete will be paid for by the Contractor.

E. Dimensional Tolerances:
   1. Dimensional tolerances for allowable variations from dimensions or locations of concrete work, including the locations of embedded items shall be as given in ACI 301.
   2. Where anchor bolts or other embedded items are required for equipment installation, comply with the manufacturer's tolerances if more stringent than those stated in ACI 301.

F. Watertight Concrete:
   1. All liquid containing structures, basements or pits below grade shall be watertight.
   2. Any visible leakage or seepage shall be repaired as instructed by the Engineer at no expense to the Owner.
   3. Where physical evidence of honeycombing, cold joints or other deficiencies which may impair the watertightness of a structure exists, the Engineer may at his discretion call for leak testing of the structure.
      a. Fill the structure with water and allow to stand for not less than 48 hours.
      b. Make repairs on the structure until all visible leaks are sealed and the leakage rate of the water in the structure is less than 0.1% of the volume held in the structure per day.
      c. The cost of testing and repairs shall be performed at no expense to the Owner.

G. Concrete which fails to meet strength requirements, dimensional tolerances, watertightness criteria, or is otherwise deficient due to insufficient curing, improper consolidation or physical damage shall be replaced or repaired as instructed by the Engineer at no expense to the Owner.

3.12 MEASUREMENT AND PAYMENT

A. No measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the price bid for the item in which the concrete work is an integral part.

END OF SECTION 03 30 00

SECTION 03 54 16 - HYDRAULIC CEMENT UNDERLAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes polymer-modified, self-leveling, hydraulic cement underlayment for application below interior floor coverings.

1.2 PRE-INSTALLATION MEETINGS

A. Pre-Installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include plans indicating substrates, locations, and average depths of underlayment based on survey of substrate conditions.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ventilation, ambient temperature and humidity, and other conditions affecting underlayment performance.

1. Place hydraulic cement underlayments only when ambient temperature and temperature of substrates are between 50º F and 80º F.

PART 2 - PRODUCTS

2.1 HYDRAULIC CEMENT UNDERLAYMENTS

A. Hydraulic Cement Underlayment: Polymer-modified, self-leveling, hydraulic cement product that can be applied in minimum uniform thickness of 1/4 inch (6 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M, portland cement, or hydraulic or blended hydraulic cement as defined by ASTM C219.

2. Compressive Strength: Not less than 3000 psi at 28 days when tested according to ASTM C109/C109M.

3. Underlayment Additive: Resilient-emulsion product of underlayment manufacturer, formulated for use with underlayment when applied to substrate and conditions indicated.

B. Aggregate:

1. Provide aggregate when recommended in writing by underlayment manufacturer for underlayment thickness required.

C. Water: Potable and at a temperature of not more than 70º F.

D. Reinforcement: For underlayment applied to wood substrates, provide galvanized metal lath or other corrosion-resistant reinforcement recommended in writing by underlayment manufacturer.

E. Primer: Product of underlayment manufacturer recommended in writing for substrate, conditions, and application indicated.

F. Surface Sealer: Designed to reduce porosity as recommended by manufacturer for type of floor covering to be applied to underlayment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for conditions affecting performance of the Work.

B. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Prepare and clean substrate according to manufacturer's written instructions.

1. Treat nonmoving substrate cracks according to manufacturer's written instructions to prevent cracks from telegraphing (reflecting) through underlayment.

2. Fill substrate voids to prevent underlayment from leaking.

B. Concrete Substrates: Mechanically remove, according to manufacturer's written instructions, laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants that might impair underlayment bond.

C. Wood Substrates: Mechanically fasten loose boards and panels to eliminate substrate movement and squeaks. Sand to remove coatings that might impair underlayment bond and remove sanding dust.

D. Adhesion Tests: After substrate preparation, test substrate for adhesion with underlayment according to manufacturer's written instructions.

3.3 APPLICATION

A. General: Mix and apply underlayment components according to manufacturer's written instructions.

1. Close areas to traffic during underlayment application and for time period after application recommended in writing by manufacturer.

2. Coordinate application of components to provide optimum adhesion to substrate and between coats.

3. At substrate expansion, isolation, and other moving joints, allow joint of same width to continue through underlayment.

B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.

C. Apply underlayment to produce uniform, level surface.

1. Apply a final layer without aggregate to product surface.

2. Feather edges to match adjacent floor elevations.

D. Cure underlayment according to manufacturer's written instructions. Prevent contamination during application and curing processes.

E. Do not install floor coverings over underlayment until after time period recommended in writing by underlayment manufacturer.

F. Apply surface sealer at rate recommended by manufacturer.

G. Remove and replace underlayment areas that evidence lack of bond with substrate, including areas that emit a "hollow" sound when tapped.

3.4 PROTECTION

A. Protect underlayment from concentrated and rolling loads for remainder of construction period.

END OF SECTION 03 54 16

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.

1.2 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Cants.
4. Furring.
5. Grounds.
6. Utility shelving.

B. Dimension Lumber Items: Construction or No. 2 any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
6. Western woods; WCLIB or WWPA.
7. Northern species; NLGA.
8. Eastern softwoods; NeLMA.

C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

D. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.3 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.4 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.

B. Nails, Brads, and Staples: ASTM F1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.5 METAL FRAMING ANCHORS

A. Allowable design loads, as published by manufacturer, shall meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.

B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

B. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:

1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.

2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.

3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.

4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.

C. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

D. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

E. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 WOOD FURRING INSTALLATION

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal-size furring vertically at 24 inches o.c.

3.4 WALL AND PARTITION FRAMING INSTALLATION

A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions and for load-bearing partitions where framing members bearing on partition are located directly over studs. Fasten plates to supporting construction unless otherwise indicated.

B. Construct corners and intersections with three or more studs**,** except that two studs may be used for interior non-load-bearing partitions.

3.5 PROTECTION

A. Protect rough carpentry from weather.

END OF SECTION 06 10 00

SECTION 06 64 00 - PLASTIC PANELING (FRP)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Factory-laminated plastic sheet paneling.

1.2 ACTION SUBMITTALS

A. Samples: For plastic paneling and trim accessories, in manufacturer's standard sizes.

1.3 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install plastic paneling until spaces are enclosed and weathertight and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain plastic paneling and trim accessories from single manufacturer.

2.2 PLASTIC SHEET PANELING

A. Glass-Fiber-Reinforced Plastic Paneling: Gelcoat-finished, glass-fiber-reinforced plastic panels complying with ASTM D5319.

1. Surface-Burning Characteristics: As follows when tested by a qualified testing agency according to ASTM E84. Identify products with appropriate markings of applicable testing agency.

a. Flame-Spread Index: 25 or less.
b. Smoke-Developed Index: 450 or less.

2. Nominal Thickness: Not less than 0.09 inch.

3. Surface Finish: Surface with filled grooves at 4 inches o.c. to resemble tile pattern or as selected by Architect from manufacturer's full range.

4. Color: As selected by Architect from manufacturer's full range.

2.3 ACCESSORIES

A. Trim Accessories: Manufacturer's standard vinyl extrusions designed to retain and cover edges of panels. Provide division bars, inside corners, outside corners, and caps as needed to conceal edges.

1. Color: Match panels.

B. Concealed Mounting Splines: Continuous, H-shaped aluminum extrusions designed to fit into grooves routed in edges of factory-laminated panels and to be fastened to substrate.

C. Adhesive: As recommended by plastic paneling manufacturer.

D. Sealant: Mildew-resistant, single-component, neutral-curing silicone sealant recommended by plastic paneling manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates 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.

3.2 PREPARATION

A. Remove wallpaper, vinyl wall covering, loose or soluble paint, and other materials that might interfere with adhesive bond.

B. Prepare substrate by sanding high spots and filling low spots as needed to provide flat, even surface for panel installation.

C. Clean substrates of substances that could impair adhesive bond, including oil, grease, dirt, and dust.

D. Condition panels by unpacking and placing in installation space before installation according to manufacturer's written recommendations.

E. Lay out paneling before installing. Locate panel joints so that trimmed panels at corners are not less than 12 inches wide.

1. Mark plumb lines on substrate at trim accessory locations for accurate installation.

2. Locate trim accessories to allow clearance at panel edges according to manufacturer's written instructions.

3.3 INSTALLATION

A. Install plastic paneling according to manufacturer's written instructions.

B. Install panels in a full spread of adhesive.

C. Install panels with fasteners. Layout fastener locations and mark on face of panels so that fasteners are accurately aligned.

1. Drill oversized fastener holes in panels and center fasteners in holes.

2. Apply sealant to fastener holes before installing fasteners.

D. Install factory-laminated panels using concealed mounting splines in panel joints.

E. Install trim accessories with adhesive and nails or staples. Do not fasten through panels.

F. Fill grooves in trim accessories with sealant before installing panels, and bed inside corner trim in a bead of sealant.

G. Maintain uniform space between panels and wall fixtures. Fill space with sealant.

H. Maintain uniform space between adjacent panels and between panels and floors, ceilings, and fixtures. Fill space with sealant.

I. Remove excess sealant and smears as paneling is installed. Clean with solvent recommended by sealant manufacturer and then wipe with clean dry cloths until no residue remains.

END OF SECTION 06 64 00

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Extruded polystyrene insulation.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Extruded polystyrene foam-plastic board insulation.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than 25 and 450 when tested in accordance with ASTM E84.

B. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.

C. Thermal-Resistance Value (R-Value): R-value as indicated below in accordance with ASTM C518.

1. R-Value at Red Barn Loft: R-30 at ceiling; R-20 for sidewalls at Lofted areas.

2.2 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD INSULATION (XPS)

A. Extruded Polystyrene Board Insulation: 15-psi (104-kPa) minimum compressive strength; reflective faced.

2.3 FIBERGLASS BATT INSULATION

A. Polypropylene-Scrim-Kraft-Faced, Glass-Fiber Blanket: Type II, Class A; Category 1

2.4 REFLECTIVE INSULATION

A. Reflective Insulation: ASTM C1224, with one or more low-emittance surfaces with emittance value of 0.1 or less as measured per ASTM C1371.

1. Water-Vapor Transmission: 1 perm, maximum.

B. Sheet Radiant Barrier: ASTM C1313/C1313M with at least one surface with emittance value of 0.1 or less as measured per ASTM C1371.

1. Construction: Foil on one side of substrate

2.5 INSULATION FASTENERS

A. As recommended by manufacturer.

B. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized-steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than 1-1/2 inches (38 mm) square or in diameter.

1. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in the following locations:

a. Attic spaces.

C. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates without damaging insulation, fasteners, or substrates.

2.6 ACCESSORIES

A. Insulation for Miscellaneous Voids:

1. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

B. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Install insulation with manufacturer's R-value label exposed after insulation is installed.

D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.

2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.

4. Vapor-Retarder-Faced insulation: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:

1. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

3.4 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00

SECTION 08 42 13 - ALUMINUM-FRAMED ENTRANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior manual-swing entrance doors and door-frame units.
2. Sidelights.
3. Transoms.

1.2 PRE-INSTALLATION MEETINGS

A. Pre-Installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For aluminum-framed entrances. Include plans, elevations, sections, and attachments to other work.

1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.

C. Samples for Initial Selection: For units with factory-applied color finishes.

D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For aluminum-framed entrances.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For aluminum-framed entrances to include in maintenance manuals.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

B. Structural: Test according to ASTM E330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.

2. Test Durations: As required by design wind velocity, but not less than 10 seconds.

C. Water Penetration under Static Pressure: Test according to ASTM E331 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).

D. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:

1. Temperature Change: 120º F, ambient; 180º F, material surfaces.

2.2 MANUFACTURERS

A. Kawneer or approved equal.

2.3 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch- (3.2-mm-) [thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.

a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.

2. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width.

3. Glazing Stops and Gaskets: Beveled snap-on, extruded-aluminum stops and preformed gaskets.

a. Provide non-removable glazing stops on outside of door.

B. Framing Members: Manufacturer's standard extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.

1. Nominal Size: 1-3/4 by 4-1/2 inches (45 by 115 mm.

C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

E. Materials:

1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

a. Sheet and Plate: ASTM B209 (ASTM B209M).

b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).

c. Extruded Structural Pipe and Tubes: ASTM B429/B429M.

d. Structural Profiles: ASTM B308/B308M.

2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and

pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

a. Structural Shapes, Plates, and Bars: ASTM A36/A36M.

b. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.

c. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.

2.4 ENTRANCE DOOR HARDWARE

A. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame for each entrance door to comply with requirements in this Section.

1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products complying with BHMA standard referenced.

2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.

3. Opening-Force Requirements:

a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion and not more than 15 lbf (67 N) to open the door to its minimum required width.

B. Pivot Hinges: BHMA A156.4, Grade 1.

1. Offset-Pivot Hinges: Provide top, bottom, and intermediate offset pivots at each door leaf.

C. Butt Hinges: BHMA A156.1, Grade 1, radius corner.

1. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while entrance door is closed.

2. Exterior Hinges: Stainless steel, with stainless-steel pin.

3. Quantities:

a. For doors up to 87 inches high, provide three (3) hinges per leaf.

D. Mortise Auxiliary Locks: BHMA A156.5, Grade 1.

E. Manual Flush Bolts: BHMA A156.16, Grade 1.

F. Automatic and Self-Latching Flush Bolts: BHMA A156.3, Grade 1.

G. Panic Exit Devices: BHMA A156.3, Grade 1, listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.

H. Cylinders: BHMA A156.5, Grade 1.

I. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.

J. Operating Trim: BHMA A156.6.

K. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.

L. Surface-Mounted Holders: BHMA A156.16, Grade 1.

M. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.

N. Weather Stripping: Manufacturer's standard replaceable components.

1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.

O. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.

P. Silencers: BHMA A156.16, Grade 1.

Q. Thresholds: BHMA A156.21, raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (12.7 mm).

2.5 GLAZING

A. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

B. Glazing Sealants: As recommended by manufacturer.

2.6 ACCESSORIES

A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.

2. Reinforce members as required to receive fastener threads.

3. Use exposed fasteners with countersunk Phillips screw heads**,** finished to match framing system.

B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.

C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil (0.762-mm) thickness per coat.

2.7 FABRICATION

A. Form or extrude aluminum shapes before finishing.

B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

C. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.

1. At exterior doors, provide compression weather stripping at fixed stops.

D. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

1. At exterior doors, provide weather sweeps applied to door bottoms.

E. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

F. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.8 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, 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.

3.2 PREPARATION

A. Prepare surfaces that are in contact with structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.

3.3 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
6. Seal perimeter and other joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or installing nonconductive spacers.
2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Set continuous sill members and flashing in full sealant bed to produce weathertight installation.

D. Install components plumb and true in alignment with established lines and grades.

E. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.4 MAINTENANCE SERVICE

A. Entrance Door Hardware:

1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.
2. Initial Maintenance Service: Beginning at Substantial Completion, provide three (3) months' full maintenance by skilled employees of entrance door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper entrance door hardware operation at rated speed

and capacity. Use parts and supplies that are the same as those used in the manufacture and installation of original equipment.

END OF SECTION 08 42 13

SECTION 08 42 29.33 - SWINGING AUTOMATIC ENTRANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior swinging, power-operated automatic entrances.
2. Exterior, swinging, power-assist and low-energy automatic entrances.

1.2 DEFINITIONS

A. AAADM: American Association of Automatic Door Manufacturers.

B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.

C. IBC: International Building Code.

D. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.

1.3 COORDINATION

A. Coordinate sizes and locations of recesses in concrete floors for recessed control mats that control automatic entrances. Concrete, reinforcement, and formwork requirements are specified elsewhere.

B. Templates: Distribute for doors, frames, and other work specified to be factory prepared for installing automatic entrances.

C. Coordinate hardware with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish. Coordinate hardware for automatic entrances with hardware required for rest of Project.

D. Electrical System Roughing-in: Coordinate layout and installation of automatic entrances with connections to power supplies and access-control system.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for automatic entrances.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For automatic entrances.

1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
2. 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.
4. Indicate locations of activation and safety devices.
5. Include hardware schedule and indicate hardware types, functions, quantities, and locations.

1.5 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of automatic entrance.

B. Sample Warranties: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For automatic entrances, safety devices, and control systems to include in operation and maintenance manuals.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer with company certificate issued by AAADM indicating that manufacturer has a Certified Inspector on staff.

B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation and maintenance of units required for this Project.

1. Maintenance Proximity: Not more than two (2) hours' normal travel time from Installer's place of business to Project site.

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of automatic entrances that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures including, but not limited to, excessive deflection.
   b. Faulty operation of operators, controls, and hardware.
   c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
2. Warranty Period: Two (2) years from date of Substantial Completion.
3. Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
4. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 AUTOMATIC ENTRANCE ASSEMBLIES

A. Source Limitations: Obtain swinging automatic entrances from single source from single manufacturer.

B. 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.

C. Power-Operated Door Standard: BHMA A156.10.

D. Power-Assist and Low-Energy Door Standard: BHMA A156.19.

2.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Automatic entrances shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

B. Windborne-Debris Impact Resistance: Automatic entrances shall pass small-missile-impact and cyclic-pressure tests of ASTM E1996.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

D. Operating Temperature Range: Automatic entrances shall operate within minus 20 to plus 122º F.

E. Opening Force:

1. Power-Operated Swinging Doors: Not more than 30 lbf (133 N) required to manually open door if power fails.

2. Breakaway Device for Power-Operated Doors: Not more than 50 lbf (222 N) required for a breakaway door or panel to open.

3. Power-Assist and Low-Energy Doors: Not more than 15 lbf (67 N) required to release a latch if provided, not more than 30 lbf (133 N) required to manually set door in motion, and not more than 15 lbf (67 N) required to fully open door if power fails.

F. Entrapment-Prevention Force:

1. Power-Operated Swinging Doors: Not more than 40 lbf (178 N) required to prevent stopped door in the last 10 degrees of opening from moving in the direction of opening; not more than 30 lbf (133 N) required to prevent stopped door from moving in direction of closing.

2. Low-Energy Doors: Not more than 15 lbf (67 N) required to prevent stopped door from closing or opening.

2.3 SWINGING AUTOMATIC ENTRANCES

A. General: Provide manufacturer's standard automatic entrances including doors, framing, headers, door operators, controls, and accessories required for a complete installation.

B. Swinging, Power-Operated Automatic Entrance:

1. Configuration: Single-swinging door with transom at Red Barn.
   a. Traffic Pattern: One way.
   b. Mounting: Between jambs.

2. Operator Features:
   a. Power opening and power-assist spring closing.
   b. Adjustable opening and closing speeds.
   c. Adjustable hold-open time between zero and 30 seconds.
   d. Adjustable backcheck and latching.
   e. Obstruction recycle.
   f. Automatic door re-open if stopped while closing.
   g. On-off/hold-open switch to control electric power to operator.

3. Controls: Activation and safety devices according to BHMA standards.
   a. Activation Device: Push-plate switch on each side of door to activate door operator.
   b. Safety Device: Presence sensor mounted on door header to detect pedestrians in presence zone and to prevent door from closing.

4. Finish: Finish framing, door(s), and header with finish matching adjacent storefront.
   a. Color: As selected by Architect from full range of industry colors and color densities.

5. Metal Cladding and Finish: Clad framing, door(s), and header with metal sheet in finish as selected by Architect from manufacturer's full range at Visitor Center and metal sheet in finish matching adjacent storefront at Red Barn.

C. Swinging, Low-Energy, Power-Operated Automatic Entrance At Visitor Center:

1. Configuration: Single-swinging door.
   a. Traffic Pattern: One way.
   b. Mounting: Between jambs.

2. Operator Features:
   a. Power opening and power-assist spring closing.
   b. Adjustable opening and closing speeds.
   c. Adjustable hold-open time between zero and 30 seconds.
   d. Adjustable backcheck and latching.
   e. Obstruction recycle.
   f. Automatic door re-open if stopped while closing.
   g. On-off/hold-open switch to control electric power to operator[
3. Activation Device: Push-plate switch on each side of door to activate door operator.
4. Finish: Finish framing, door(s), and header with Class I, clear anodic finish.
   a. Color: As selected by Architect from full range of industry colors and color densities.
5. Metal Cladding and Finish: Clad framing, door(s), and header with No. 4 directional-satin-finish stainless-steel sheet.

2.4 ENTRANCE COMPONENTS

A. Framing Members: Extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.
   1. Nominal Size: 1-3/4 by 4-1/2 inches (45 by 115 mm).
   2. Extruded Glazing Stops and Applied Trim: Minimum 0.062-inch (1.6-mm) wall thickness.

B. Stile and Rail Doors: 1-3/4-inch- (45-mm-) thick, glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members. Mechanically fasten corners with reinforcing brackets that are welded, or incorporate concealed tie-rods that span full length of top and bottom rails.

C. Sidelites and Transom: 1-3/4-inch- (45-mm-) deep sidelite(s) and transom with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members matching door design.
   1. Glazing Stops and Gaskets: Same materials and design as for stile and rail door.
   2. Muntin Bars: Horizontal tubular rail members for each sidelite; match stile design.

D. Headers: Fabricated from minimum 0.125-inch- (3.2-mm-) thick extruded aluminum and extending full width of automatic entrance units to conceal door operators and controls. Provide hinged or removable access panels for service and adjustment of door operators and controls. Secure panels to prevent unauthorized access.
   1. Mounting: Surface mounted, with one side of header flush with framing.

E. Brackets and Reinforcements: High-strength aluminum with non-staining, nonferrous shims for aligning system components.

F. Signage: As required by cited BHMA standard.
   1. Application Process: Door manufacturer's standard process.
   2. Provide sign materials with instructions for field application after glazing is installed.

2.5 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   1. Extrusions: ASTM B221 (ASTM B221M).
   2. Sheet: ASTM B209 (ASTM B209M).

B. Steel Reinforcement: Reinforcement with corrosion-resistant primer complying with SSPC-PS Guide No. 12.00 applied immediately after surface preparation and pretreatment. Use surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.

C. Glazing: Insulating tempered.

D. Sealants and Joint Fillers: Manufacturer's standard.

E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187.

F. Fasteners and Accessories: Corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials.

2.6 DOOR OPERATORS AND CONTROLS

A. General: Provide operators and controls, which include activation and safety devices, according to BHMA standards, for condition of exposure, and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated.

B. Door Operators: Provide door operators of size recommended by manufacturer for door size, weight, and movement.

1. Door Operator Performance: Door operators shall open and close doors and maintain them in fully closed position when subjected to Project's design wind loads.

2. Electromechanical Operators: Concealed, self-contained, overhead unit powered by fractional-horsepower, permanent-magnet dc motor; with closing speed controlled mechanically by gear train and dynamically by braking action of electric motor; with solid-state microprocessor controller; UL 325; and with manual operation with power off.

C. Motion Sensors: Self-contained, K-band-frequency, microwave-scanner units; fully enclosed by its plastic housing; adjustable to provide detection-field sizes and functions required by BHMA A156.10.

1. Provide capability for switching between bidirectional and unidirectional detection.

2. For one-way traffic, sensor on egress side shall not be active when doors are fully closed.

D. Presence Sensors: Self-contained, active-infrared scanner units; adjustable to provide detection-field sizes and functions required by BHMA A156.10. Sensors shall remain active at all times.

E. Photoelectric Beams: Pulsed infrared, sender-receiver assembly for recessed mounting. Beams shall not be active when doors are fully closed.

F. Push-Plate Switch: Momentary-contact door-control switch with flat push-plate actuator with contrasting-colored, engraved message.

1. Configuration: Square push plate with 4-by-4-inch junction box.
   a. Mounting: Surface mounted on wall.

2. Configuration: Rectangular push plate with 2-by-4-inch junction box.

3. Push-Plate Material: Stainless steel.

4. Message: International symbol of accessibility and "Push to Open."

G. Electrical Interlocks: Unless units are equipped with self-protecting devices or circuits, provide electrical interlocks to prevent activation of operator when door is locked, latched, or bolted.

2.7 HARDWARE

A. General: Provide units in sizes and types recommended by automatic entrance and hardware manufacturers for entrances and uses indicated. Finish exposed parts to match door finish.

B. Manual Opening for Power-Operated Swinging Doors: Provide hardware that, in a power failure, allows door to open with a manual force stipulated in "Performance Requirements" Article.

C. Breakaway Device for Power-Operated Doors: Device that allows door to swing out in direction of egress to full 90 degrees from any operating position. Maximum force to open door shall be as stipulated in "Performance Requirements" Article. Interrupt powered operation of door operator while in breakaway mode.

D. Manual Opening for Power-Assist and Low-Energy Doors: Provide hardware that, in a power failure, allows door to open with a manual force as stipulated in "Performance Requirements" Article.

E. Hinges:

1. Butt Hinges: BHMA A156.1, Grade 1, five-knuckle, 4-1/2-by-4-inch ball-bearing butts.
    a. Provide nonremovable pins at hinges exposed on outside of door.
    b. Provide nonferrous hinges for doors exposed to weather.
    c. Provide three (3) hinges at each leaf for doors up to 36 inches wide and 80 inches tall; provide four hinges at each leaf for wider or taller doors.

F. Deadlocks: Deadbolt operated by exterior cylinder and interior thumb turn, with minimum 1-inch-long throw bolt; BHMA A156.5, Grade 1.

1. Deadbolts: Laminated-steel hook, mortise type, BHMA A156.5, Grade 1.

G. Push Bars: As selected by Architect from manufacturer's full range of full-door-width, single.

H. Pull Handles: Manufacturer's standard aluminum pull handles.

I. Thresholds: BHMA A156.21, extruded-aluminum raised thresholds; with beveled edges with a slope of not more than 1:2 and a maximum height of 1/2 inch. Provide cutouts as required for door operating hardware.

J. Weather Stripping: Replaceable components.

1. Compression Type: Made of ASTM D2000, molded neoprene, or ASTM D2287, molded PVC.
2. Weather Sweeps: Nylon brush sweep mounted to underside of door bottom.

K. Finger Guards: Collapsible neoprene or PVC gasket.

2.8 FABRICATION

A. General: Factory fabricate automatic entrance components to designs, sizes, and thicknesses indicated and to comply with indicated standards.

1. Form aluminum shapes before finishing.
2. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
3. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, fabricated from stainless steel.
    a. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.
    b. Reinforce members as required to receive fastener threads.
4. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.

B. Framing: Provide automatic entrances as prefabricated assemblies. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to Project site.

1. Fabricate tubular and channel frame assemblies with welded or mechanical joints. Provide subframes and reinforcement as required for a complete system to support required loads.
2. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
3. Form profiles that are sharp, straight, and free of defects or deformations.
4. Provide components with concealed fasteners and anchor and connection devices.
5. Fabricate components with accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
6. Fabricate exterior components to drain condensation and water passing joints within system to the exterior.
7. Provide anchorage and alignment brackets for concealed support of assembly from building structure.
8. Allow for thermal expansion of exterior units.

C. Doors: Factory fabricated and assembled in profiles indicated. Reinforce as required to support imposed loads and for installing hardware.

D. Metal Cladding: Factory-fabricated and installed metal cladding, completely covering all visible surfaces as part of prefabricated entrance assembly before shipment to Project site.

1. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
2. Form profiles that are sharp, straight, and free of defects or deformations.
3. Provide components with concealed fasteners and anchor and connection devices.
4. Fabricate components with accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
5. Fabricate exterior components to drain water passing joints and condensation and moisture occurring or migrating within system to the exterior.
6. Allow for thermal expansion at exterior entrances.

E. Door Operators: Factory fabricated and installed in headers, including adjusting and testing.

F. Glazing: Fabricate framing with minimum glazing edge clearances for thickness and type of glazing indicated, according to GANA's "Glazing Manual."

G. Hardware: Factory install hardware to greatest extent possible; remove only as required for final finishing operation and for delivery to and installation at Project site. Cut, drill, and tap for factory-installed hardware before applying finishes.

1. Provide compression-type weather stripping at fixed stops of exterior doors. Provide weather sweeps mounted to underside of door bottoms of exterior doors.
2. Provide finger guards at each swinging-door leaf that has clearance at hinge side greater than 1/4 inch and less than 3/4 inch with door in any position. Anchor guards to hinge-jamb frame.

H. Controls:

1. General: Factory install activation and safety devices in doors and headers as required by BHMA A156.10 for type of door and direction of travel.
2. Install photoelectric beams in sides of guide rails, with dimension above finished floor not less than 24 inches.

2.9 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.10 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of automatic entrances.

B. Examine roughing-in for electrical systems to verify actual locations of power connections before automatic entrance installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install automatic entrances according to manufacturer's written instructions and cited BHMA standard for direction of pedestrian travel, including signage, controls, wiring, and connection to the building's power supply.

1. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmovement joints. Seal joints watertight.
2. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
3. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous coating.

B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.

1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
2. Set headers, operating brackets, and guides level and true to location with anchorage for permanent support.
3. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior.
4. Provide accessible thresholds at exterior doors.

C. Door Operators: Connect door operators to electrical power distribution system.

D. Controls: Install and adjust activation and safety devices according to manufacturer's written instructions and cited BHMA standard for direction of pedestrian travel. Connect control wiring according to Control manufacturer’s specifications.

E. Glazing: Install tempered safety glazing.

F. Sealants: Comply with requirements to provide weathertight installation.

1. Set thresholds, framing members, and flashings in full sealant bed.
2. Seal perimeter of framing members with sealant.

G. Signage: Apply signage on both sides of each door and breakaway sidelite as required by cited BHMA standard for direction of pedestrian travel.

H. Wiring within Automatic Entrance Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's written limitations on bending radii. Provide and use lacing bars and distribution spools.

3.3 ADJUSTING

A. Adjust hardware, moving parts, door operators, and controls to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.

1. Adjust exterior doors for weathertight closure.

B. Readjust door operators and controls after repeated operation of completed installation equivalent to three (3) days' use by normal traffic (100 to 300 cycles).

C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two (2) visits to Project during other-than-normal occupancy hours for this purpose.

3.4 CLEANING

A. Clean glass and metal surfaces promptly after installation. Remove excess glazing and sealant compounds, dirt, and other substances. Repair damaged finish to match original finish.

3.5 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of automatic entrance Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper automatic entrance operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

1. Engage a Certified Inspector to perform safety inspection after each adjustment or repair and at end of maintenance period. Furnish completed inspection reports to Owner.

2. Perform maintenance, including emergency callback service, during normal working hours.

3. Include 24-hour-per-day, 7-day-per-week, emergency callback service.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain automatic entrances.

END OF SECTION 08 42 29.33

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

1.2 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.3 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396/C1396M.

1. Thickness: 1/2 inch.

2. Long Edges: Tapered.

B. Foil-Backed Gypsum Board: ASTM C1396/C1396M. At Red Barn Loft.

1. Core: 1/2 inch, regular type.

2. Long Edges: Tapered.

C. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces. At Visitor Center.

1. Core: 1/2 inch, regular type.

2. Long Edges: Tapered.

3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.

2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
   a. Use setting-type compound for installing paper-faced metal trim accessories.
2. Fill Coat: For second coat, use setting-type, sandable topping compound.
3. Finish Coat: For third coat, use setting-type, sandable topping compound.

2.5 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool. Install around restrooms.

D. Acoustical Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C840.

B. Form control and expansion joints with space between edges of adjoining gypsum panels.

C. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.

2. Fit gypsum panels around ducts, pipes, and conduits.

3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.

D. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

E. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

F. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Wallboard Type: Vertical surfaces unless otherwise indicated.

B. Single-Layer Application:

1. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

D. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners

3.4 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.

2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

3.5 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 09 29 00

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for ceilings.

B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 PRE INSTALLATION MEETINGS

A. Pre Installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.

C. Samples for Initial Selection: For components with factory-applied color finishes.

D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.

1. Acoustical Panel: Set of 6-inch-square Samples of each type, color, pattern, and texture.

2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch-long Samples of each type, finish, and color.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent (2%) of quantity installed.

2. Suspension-System Components: Quantity of each exposed component equal to 2 percent (2%) of quantity installed.

3. Hold-Down Clips: Equal to 2 percent (2%) of quantity installed.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to NVLAP for testing indicated.

B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of typical ceiling area as shown on Drawings.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will

be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

B. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Comply with ASTM E1264 for Class A materials.

2. Smoke-Developed Index: 450 or less.

2.2 ACOUSTICAL PANELS, GENERAL

A. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.

2. Suspension System: Obtain each type from single source from single manufacturer.

B. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.

C. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

D. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS

A. Color: White

B. Edge/Joint Detail: Square.

C. Thickness: 5/8 inch (15 mm)

D. Modular Size: 24 by 48 inches (610 by 1220 mm).

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C635/C635M.

B. Attachment Devices: Size for five (5) times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

C. Wire Hangers, Braces, and Ties : Provide wires complying with the following requirements:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper.
2. Stainless-Steel Wire: ASTM A580/A580M, Type 304, non-magnetic.
3. Nickel-Copper-Alloy Wire: ASTM B164, nickel-copper-alloy UNS No. N04400.
4. Size: Select wire diameter so its stress at three (3) times hanger design load (ASTM C635/C635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.

D. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A653/A653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.

E. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.

2.5 METAL SUSPENSION SYSTEM

A. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; pre-painted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A653/A653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.

1. Structural Classification: Intermediate-duty system.
2. Face Design: Flat, flush.
3. Cap Material: Aluminum cold-rolled sheet.
4. Cap Finish: Painted White.

2.6 METAL EDGE MOLDINGS AND TRIM

A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.

2.7 ACOUSTICAL SEALANT

A. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90.

1. Exposed and Concealed Joints: Non-sag, paintable, non-staining latex sealant.
2. Concealed Joints: Non-drying, non-hardening, non-skinning, non-staining, gunnable, synthetic-rubber sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C636/C636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three (3) tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
5. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
6. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four (4) tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or post-installed anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. Arrange directionally patterned acoustical panels as follows:
   a. Install panels with pattern running in one direction parallel to long axis of space.
   b. Install panels in a basket-weave pattern.
2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.

3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

3.4 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 13

SECTION 09 65 19 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Luxury vinyl floor tile.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Initial Selection: For each type of floor tile indicated.

C. Samples for Verification: Full-size units of each color and pattern of floor tile required.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Floor Tile: Furnish one (1) box for every 20 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups for floor tile including resilient base and accessories.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50º F or more than 90º F. Store floor tiles on flat surfaces.

1.7 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70º F or more than 95º F, in spaces to receive floor tile during the following time periods:

1. 48 hours before installation.

2. During installation.

3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55º F or more than 95º F.

C. Close spaces to traffic during floor tile installation.

D. Close spaces to traffic for 48 hours after floor tile installation.

E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.

2.2 LUXURY VINYL FLOOR TILE

A. Tile Standard:

1. Match existing flooring LVT with rigid core, waterproof.

B. Thickness: 0.125 inch

C. Size: 12 by 24 inches

D. Installation Method: Interlocking

E. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates: Prepare according to ASTM F710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.

2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

A. Comply with manufacturer's written instructions for installing floor tile.

B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.

C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.

1. Lay tiles with grain running in one direction.

D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.

G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

H. Seamless Installation:

1. Follow manufacturer’s recommendations.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.

B. Perform the following operations immediately after completing floor tile installation:

1. Remove adhesive and other blemishes from exposed surfaces.

2. Sweep and vacuum surfaces thoroughly.

3. Damp-mop surfaces to remove marks and soil.

C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.

E. Cover floor tile until Substantial Completion.

END OF SECTION 09 65 19

SECTION 10 28 00 – TOILET and BATH ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Public-use washroom accessories.

1.2 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

C. Provide blocking in stud walls where necessary to support accessories.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.

1.6 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, visible silver spoilage defects.

2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. 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.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Source Limitations: Obtain public-use washroom accessories from single source from single manufacturer.

B. Toilet Tissue (Roll) Dispenser:

1. Description: Double-roll dispenser.

2. Mounting: Surface mounted.

3. Operation: Non-control delivery with standard spindle.

4. Capacity: Designed for 4-1/2- or 5-inch- rolls.
5. Material and Finish: Stainless steel, No. 4 finish (satin).

C. Combination Towel (Folded) Dispenser/Waste Receptacle:

1. Description: Combination unit for dispensing C-fold or multifold towels, with removable waste receptacle.
2. Mounting: Surface mounted.
   a. Designed for nominal 4-inch wall depth.
3. Minimum Towel-Dispenser Capacity: 600 C-fold or 800 multifold paper towels.
4. Minimum Waste-Receptacle Capacity: 12 gallon.
5. Material and Finish: Stainless steel, No. 4 finish (satin).
6. Liner: Reusable, vinyl waste-receptacle liner.

D. Grab Bar:

1. Mounting: Flanges with concealed fasteners.
2. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
   a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
3. Outside Diameter: 1-1/4 inches (32 mm).
4. Configuration and Length: As indicated on Drawings.

E. Sanitary-Napkin Disposal Unit:

1. Mounting: Surface mounted.
2. Door or Cover: Self-closing, disposal-opening.
3. Receptacle: Removable.
4. Material and Finish: Stainless steel, No. 4 finish (satin).

F. Mirror Unit:

1. Frame: Stainless-steel channel.
   a. Corners: Manufacturer's standard.
2. Integral Shelf: 5 inches deep.
3. Hangers: Produce rigid, tamper- and theft-resistant.
4. Size: As indicated on Drawings.

G. Coat Hook:

1. Description: Double Pronged.
2. Material and Finish: Stainless steel, No. 4 finish (satin).

2.3 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six (6) keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F446.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION 10 28 00

SECTION 31 23 00 – EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. The extent of excavation and backfill is limited to the areas of construction, and includes (but is not necessarily limited to) stockpiling of topsoil, site grading, excavation of footings and trenches, filling, backfilling, compaction, finish grading, and spreading of topsoil. Perform all excavation, dewatering, sheeting, bracing, and backfilling in such a manner as to eliminate all possibility of undermining or disturbing the foundations of existing structures.

1.2 QUALITY ASSURANCE

A. Referenced Standards: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown in report of geotechnical exploration.

1. ASTM D 698 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb. (2.49Kg) Rammer and 12 inch (305 mm) Drop.
2. ASTM D 3282 Recommended Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.

1.3 Soil Testing and Inspection Service: All compaction tests of all fill areas will be made by an independent testing laboratory.

1.4 Rework any fill areas which fail to meet the compaction requirements as herein specified and perform this work at no additional cost to the Owner. Testing of fill areas will be provided by owner, except that tests which reveal nonconformance with the Specifications and all succeeding tests for the same area, until conformance with the Specifications is established, shall be at the expense of the Contractor.

1.5 JOB CONDITIONS

A. Existing Utilities: Locate existing underground utilities in the areas of work. Verify all utility locations with authorities providing utilities and a utility location service. Provide adequate means of protection for utilities during earthwork operations.

B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the Engineer immediately. Coordinate with Owner and utility provider in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the owner or utility provider at no additional cost to the owner.

C. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by the Owner, and then only after acceptable temporary utility services have been provided.

D. Demolish, and completely remove from site, existing underground utilities noted for removal. All other existing utilities encountered shall remain in place. If conflicts are found between existing and proposed utilities, relocate the existing utility at no additional cost to the owner.

E. Temporary Protection: Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

F. Sheeting and Bracing: Make all excavations in accordance with the rules and regulations promulgated by the Department of Labor, Occupational Safety and Health Administration, "Safety and Health Regulations for Construction." Furnish, put in place, and maintain such sheeting, bracing, etc., as may be necessary to support the sides of the excavation and to prevent any movement of earth which could in any way diminish the width of the excavation to less than that necessary for proper construction, or

could otherwise injure or delay the work, or endanger adjacent structures, roads, utilities, or other improvements.

PART 2 - PRODUCTS

2.1 DEFINITIONS

A. Satisfactory Subgrade Soil Materials: Soils complying with ASTM D3282, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

B. Unsatisfactory Subgrade Soil Materials: Soils described in ASTM D3282, soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7; also peat and other highly organic soils, unless otherwise acceptable to the Engineer.

C. Cohesionless Soil Materials: Gravels, sand-gravel mixtures, sands, and gravelly-sands.

D. Cohesive Soil Materials: Clayey and silty gravels, sand-clay mixtures, gravel-silt mixtures, clayey and silty sands, sand-silt mixtures, clays, silts, and very fine sands.

2.2 SOIL MATERIALS

A. Backfill and Fill Materials: Provide satisfactory soil materials for backfill and fill, free of masonry, rock, or gravel larger than 2 inches in any dimension, and free of metal, gypsum, lime, debris, waste, frozen materials, organics, vegetable, and other deleterious matter. Use only excavated material that has been sampled, tested, and certified as satisfactory soil material.

B. Topsoil: 3” of topsoil shall be provided in all areas to be grassed and/or landscaped. Material shall be obtained from a local provider and shall be weed and debris free screened topsoil.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which excavating and backfilling is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. Excavation consists of the removal and disposal of all materials encountered for pipework, and other construction as shown on the Drawings. Perform all excavation work in compliance with applicable requirements of governing authorities having jurisdiction. Existing unmapped utilities may be encountered during excavation. Hand excavation will be required around existing utilities and directly adjacent to the existing building. All existing utilities encountered shall be preserved or relocated and reconnected as required at no additional cost to the owner.

3.3 Stripping: Remove all topsoil and organic materials over proposed excavations. Stockpile the stripped materials which are suitable for reuse and preserve for re-spreading on completed surfaces. Protect and maintain topsoil stockpile until needed.

3.4 Excavation Classification: All excavation will be performed as unclassified excavation and includes excavation to required subgrade elevations regardless of the character of material encountered with the exception of “Rock” as defined herein.

3.5 Rock excavation includes removal and disposal of rock material and obstructions encountered that cannot be removed by a single toothed ripper drawn by a crawler tractor having a minimum draw bar pull rated at 36,000 lbs. and occupying an original volume of at least one cubic yard. For trench excavations, this includes rock materials or obstructions which cannot be excavated with a backhoe

having a break-out force of not less than 26,000 lbs. and occupying an original volume of at least one half cubic yard without systematic drilling, blasting, or ripping. Contact Architect or Engineer if rock excavation is required at the site.

3.6 SITE GRADING

A. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finish the surface within specified tolerances; compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

3.7 Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface. Shape the subgrade as needed by forking, furrowing, or plowing so that the first layer of new material placed thereon will be well bonded to it.

3.8 PLACEMENT AND COMPACTION

A. Place backfill and fill materials in layers not more than 6 inches in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to the required percentage of maximum density for each area classification. Do not place backfill or material on surfaces that are muddy, frozen, or contain frost or ice.

3.9 In areas not accessible to rollers or compactors, compact the fill with mechanical hand tampers. If the mixture is excessively moistened by rain, aerate the material by means of blade graders, harrows, or other approved equipment, until the moisture content of the mixture is satisfactory. Finish the surface of the layer by blading or rolling with a smooth roller, or a combination thereof, and leave the surface smooth and free from waves and inequalities.

3.10 Place backfill and fill materials evenly adjacent to structures, to the required elevations. Take care to prevent wedging action of backfill against structures. Carry the material uniformly around all parts of the structure to approximately the same elevation in each lift.

3.11 When existing ground surface has a density less than that specified under the subsection entitled COMPACTION for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

3.12 GRADING OUTSIDE BUILDING LINES

A. Grade to drain away from structures to prevent ponding of water. Finish surfaces free from irregular surface changes.

3.13 Planting Areas: Finish areas to receive topsoil to within not more than one inch above or below the required subgrade elevations, compacted as specified, and free from irregular surface changes. See construction drawings for additional topsoil, planting, and mulching requirements.

3.14 Walks: Shape the surface of areas under walks to line, grade, and cross-section, with the finish surface not more than zero inches above or one inch below the required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.15 Pavements: Shape the surface of the areas under pavement to line, grade and cross section, with finish surface not more than 1/2-inch above or below the required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains. Include such operations as plowing, discing, and any moisture or aerating required to provide the optimum moisture content for compaction.

3.16 Fill low areas resulting from removal of unsatisfactory soil materials, obstructions, and other deleterious materials, using satisfactory soil material. Shape to line, grade, and cross section as shown on the Drawings.

3.17 PROTECTION OF GRADED AREAS

A. Protect newly graded areas from traffic and erosion, and keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.18 RECONDITIONING COMPACTED AREAS

A. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather prior to acceptance of work, scarify surface, reshape, and compact to required density prior to further construction.

3.19 UNAUTHORIZED EXCAVATION

A. Unauthorized excavation consists of the removal of materials beyond indicated elevations without the specific direction of the Engineer. Under footings, foundations, bases, etc., fill unauthorized excavation by extending the indicated bottom elevation of the concrete to the bottom of the excavation, without altering the required top elevation. Lean concrete fill may be used to bring elevations to proper position only when acceptable to the Engineer. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

3.20 DEWATERING

A. Prevent surface water and subsurface or ground water from flowing into excavated areas by using berms or drainage ditches. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. Dispose of all water pumped or drained from the work in a suitable manner without undue interference with other work, damage to pavements, other surfaces or property. Provide suitable temporary pipes, flumes or channels for water which may flow along or across the site of the work.

3.21 MATERIAL STORAGE

A. Stockpile satisfactory excavated materials where directed by engineer, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

3.22 Locate and retain soil materials away from edge of excavations.

3.23 EXCAVATION AROUND STRUCTURES

A. Use caution when excavation around existing structure/foundations and utilize hand tools to excavate directly around the existing structure/foundations.

3.24 Backfill Around Structures: Unless otherwise specified or indicated on the Drawings, use suitable material for backfill which was removed in the course of making the construction excavations. Do not use frozen material for the backfill and do not place backfill upon frozen material. Remove previously frozen material before new backfill is placed.

3.25 Material: Approved selected materials available from the excavations may be used for backfilling around structures. Obtain material needed in addition to that of construction excavations from approved banks or other approved deposits. Furnish all borrow material needed on the work. Place and compact all material, whether from the excavation or borrow, to make a dense, stable fill. Use fill material which contains no vegetation, masses of roots, individual roots over 18 inches long or more

than 1/2-inch in diameter, stones over 2 inches in diameter, or porous matter. Organic matter must not exceed minor quantities.

3.26 Placing Backfill: Do not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking, or other damage. Make special leakage tests, if required, as soon as practicable after the structures are structurally adequate and other necessary work has been done. Use the best of the excavated materials in backfilling within 2 feet of the structure. Avoid unequal soil pressures by depositing the material evenly around the structure.

3.27 Place fill and backfill in layers not more than 6 inches thick, except as specified otherwise herein, and compact each layer evenly to the specified density. Do not backfill against concrete without Engineer's approval.

3.28 TRENCH EXCAVATION

A. Perform all excavation of every description and of whatever substance encountered so that pipe can be laid to the alignment and depth shown on the Drawings.

3.29 Brace and shore all trenches, where required, in accordance with the rules and regulations, promulgated by the Department of Labor, Occupational Safety and Health Administration, "Safety and Health Regulations for Construction".

3.30 Make all excavations by open cut unless otherwise specified or indicated on the Drawings.

3.31 Width of Trenches: Excavate trenches sufficiently wide to allow proper installation of pipe, fittings and other materials and not more than 12 inches clear of pipe on either side at any point, unless otherwise indicated on the drawings. Do not widen trenches by scraping or loosening materials from the sides. Where supports, and sheeting and bracing are required, trench may be of extra width so as to permit the placing of the trench supporting material.

3.32 Trench Excavation in Earth: Earth excavation includes all excavation of whatever substance encountered. In locations where pipe is to be bedded in earth excavated trenches, fine grade the bottoms of such trenches to allow firm bearing for the bottom of the pipe on undisturbed earth. Where any part of the trench has been excavated below the grade of the pipe, fill the part excavated below such grade with pipe bedding material and compact at the Contractor's expense.

3.33 Trench Excavation in Fill: If pipe is to be laid in embankments or other recently filled material, first place the fill material to the finish grade or to a height of at least one foot above the top of the pipe, whichever is the lesser. Take particular care to ensure maximum consolidation of material under the pipe location. Excavate the pipe trench as though in undisturbed material.

3.34 Trench Bottom in Poor Soil: Excavate and remove unstable or unsuitable soil to a width and depth, as directed by the Engineer, and refill with a thoroughly compacted gravel bedding.

3.35 Bell Holes: Provide bell holes at each joint to permit the joint to be made properly and to provide a continuous bearing and support for the pipe.

3.36 Trench Backfill: Unless otherwise specified or indicated on the Drawings, use suitable material for backfill which was removed in the course of making the construction excavations. Do not use frozen material for the backfill and do not place backfill on frozen material. Remove previously frozen material before new backfill is placed. Start backfilling as soon as practicable after the pipes have been laid and inspected by the engineer, or the structures have been built and are structurally adequate to support the loads, including construction loads to which they will be subjected, and proceed until its completion.

3.37 Should the Contractor wish to minimize the maintenance of lights, and barricades, and the obstruction of traffic, he may, at his own risk, backfill the entire trench as soon as practicable after installation of pipe, and the related structures have acquired a suitable degree of strength. He shall, however, be responsible for removing and later replacing such backfill, at his own expense, should he be ordered to do so in order to locate and repair or replace leaking or defective joints or pipe.

3.38 Materials: The nature of the materials will govern both their acceptability for backfill and the methods best suited for their placement and compaction in the backfill. Both are subject to the approval of the Engineer. Do not place stone or rock fragments larger than 2 inches in greatest dimension in the backfill. Do not drop large masses of backfill material into the trench in such a manner as to endanger the pipe line. Use a timber grillage to break the fall of material dropped from a height of more than 5 feet. Exclude pieces of bituminous pavement from the backfill unless their use is expressly permitted.

3.40 Zone Around Pipe: Place bedding material to the level shown on the Drawings and work material carefully around the pipe to ensure that all voids are filled, particularly in bell holes. For backfill up to a level of 2 feet over the top of the pipe, use only selected materials containing no rock, clods or organic materials. Place the backfill and compact thoroughly under the pipe haunches and up to the mid-line of the pipe in layers not exceeding 6 inches in depth. Place each layer and tamp carefully and uniformly so as to eliminate the possibility of lateral displacement. Place and compact the remainder of the zone around the pipe and to a height of one foot above the pipe in layers not exceeding 6 inches and compact to a maximum density of at least 100 percent as determined by ASTM D 698.

3.41 Tamping: Deposit and spread backfill materials in uniform, parallel layers not exceeding 12 inches thick before compaction. Tamp each layer before the next layer is placed to obtain a thoroughly compacted mass. Furnish and use, if necessary, an adequate number of power driven tampers, each weighing at least 20 pounds for this purpose. Take care that the material close to the bank, as well as in all other portions of the trench, is thoroughly compacted. When the trench width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and without damage to the pipe, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar powered equipment instead of by tamping. For compaction by tamping (or rolling), the rate at which backfilling material is deposited in the trench shall not exceed that permitted by the facilities for its spreading, leveling and compacting as furnished by the Contractor.

3.42 Wet the material by sprinkling, if necessary, to ensure proper compaction by tamping (or rolling). Perform no compaction by tamping (or rolling) when the material is too wet either from rain or applied water to be compacted properly.

3.43 TRENCH COMPACTION

A. Compact backfill in pipe trenches to the maximum density as shown on the Drawings, or as listed in the subsection entitled COMPACTION, with a moisture content within the range of values of maximum density as indicated by the moisture-density relationship curve.

3.44 Compaction: Control soil compaction during construction providing at least the minimum percentage of density specified for each area classification.

3.45 Percentage of Maximum Density Requirements: After compaction, all fill will be tested in accordance with Method "C" of ASTM D 698, unless specified otherwise. Except as noted otherwise for the zone around pipe, provide not less than the following percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material-in-place:

Trench Backfill (Paved Areas):	Top 18" - 100%; Remainder-95%.
Trench Backfill (Unpaved Areas):	Compact Full Depth To 95%.
All Other Backfill:	Top 24"- 100%; Remainder - 95%.

3.46 Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value, as determined by moisture-density relation tests.

3.47 Disposal of Surplus Material: Upon approval of the Engineer, haul all surplus materials not needed or acceptable for backfill and legally dispose of it offsite.

3.48 EXCAVATION NEAR EXISTING UTILITIES AND STRUCTURES

A. Existing Utilities: Attention is directed to the fact that there are pipes, drains, and other utilities in locations adjacent to the proposed work. Where information is available as to the location of existing pipes, drains, and other utilities, the approximate locations have been indicated on the Drawings; however, the completeness or accuracy of the information given is not guaranteed.

B. As the excavation approaches pipes, conduits, or other underground structures, discontinue digging by machinery and excavate by means of hand tools, as directed. Such manual excavation shall be included in the work to be done under this project.

C. Where determination of the exact location of a pipe or other underground structure is necessary, the Contractor shall be required to excavate test pits to determine such locations utilizing hand excavation around existing utilities and the building perimeter.

D. Existing Structures: Support and protect from damage all existing pipes, poles, wires, fences, guard rails, curbing, catch basins, manholes, property line markers, and other structures which do not require temporary or permanent relocation.

E. Restore or replace damaged items, without compensation, to the condition in which they were found immediately before the work under this project was begun.

F. Fences: Remove fences which interfere with the Contractor's operation and (unless otherwise specified) later restore them to a condition at least as good as that in which they were found immediately before the work was begun, all without additional compensation. Restore fences as promptly as possible and do not leave until the end of the construction period.

G. Property Markers: Replace property line markers which are disturbed or removed. Have this work performed by a Registered Land Surveyor.

H. Care and Restoration of Property: Enclose the trunks of trees which are to remain adjacent to the work with substantial wooden boxes of such height as may be necessary to protect them from piled material, equipment or equipment operation. Use excavating machinery and cranes of suitable type and operate the equipment with care to prevent injury to remaining tree trunks, roots, branches and limbs.

I. Do not cut branches, limbs, and roots except by permission of the Engineer. Cut smoothly and neatly without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks of trees, neatly trim the cut or injured portions and cover with an application of grafting wax or tree healing paint as directed.

J. Protect by suitable means all cultivated hedges, shrubs and plants which might be injured by the Contractor's operations. Promptly heel in any such trees or shrubbery necessary to be removed and replanted. Perform heeling in and replanting under the direction of a licensed and experienced nurseryman. Replant in their original position all removed shrubbery and trees after construction operations have been substantially completed and care for until growth is reestablished.

K. Replace cultivated hedges, shrubs, and plants injured to such a degree as to affect their growth or diminish their beauty or usefulness, by items of kind and quality at least equal to the kind and quality existing at the start of the work.

L. Do not operate tractors, bulldozers or other power-operated equipment on paved surfaces if the treads or wheels of the equipment are so shaped as to cut or otherwise injure the surfaces.

M. Restore all surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, to a condition as good as or better than that in which they were found immediately before the work was begun. Use suitable materials and methods for such restoration. Maintain all restored plantings by cutting, trimming, fertilizing, etc., until acceptance. Restore existing property or structures as promptly as practicable. Restoration and repair activities shall not be deferred until the end of the construction period.

N. Protection of Streams: Exercise reasonable precaution to prevent the silting of streams. Provide at Contractor's expense temporary erosion and sediment control measures to prevent the silting of offsite areas and existing drainage facilities.

3.49 EROSION CONTROL

A. General: Exercise precaution to prevent the erosion of disturbed surfaces. Provide temporary erosion and sediment control measures to prevent the silting of existing drainage facilities.

B. Air Pollution: Comply with all pollution control rules, regulations, ordinances, and statutes which apply to any work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes, or any municipal regulations pertaining to air pollution.

C. During the progress of the work, maintain the area of activity, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride or more effective dust control, furnish and spread the material, as directed, and without additional cost to the owner.

D. Bridging Trenches: Provide suitable and safe bridges and other crossings where required for the accommodation of travel; provide access to private property during construction, and remove said structures thereafter.

E. Bridge or backfill trenches in any portion of the travel lanes of public or private roads, or drives, at the end of each day's operation to provide for safe travel. No additional compensation will be made for this work.

END OF SECTION 31 23 00

SECTION 31 25 10 – EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.1 SUMMARY: WORK OUTLINED IN THIS SECTION INCLUDES:

A. Installation of various types of inlet protection.

B. Installation of tree protection.

C. Installation of concrete washout.

D. Removal of erosion control devices.

1.2 REFERENCED STANDARDS

A. South Carolina State Department of Transportation (SCDOT): Standard Specification for Highway Construction, 2007 Edition.

B. South Carolina Code of Regulations, Chapter 72, Article 2 (Erosion & Sediment Reduction & Stormwater Management Regulations)

C. South Carolina Department of Health and Environmental Control, Storm Water Management BMP Handbook

D. Guide to Site Development and Best Management Practices for Storm Water Management and Sediment Control (SCLRCC).

1.3 SUBMITTALS

A. Proposed materials to be employed, for siltation control and preventing erosion damage shall be submitted for approval. Submittals shall include a list of proposed materials including manufacturer's product data.

1.4 EROSION CONTROL PRINCIPLES

A. The following erosion control principles shall apply to the land grading and construction phases:

B. Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion.

C. Whenever feasible, natural vegetation shall be retained and protected.

D. Extent of area which is exposed and free of vegetation shall be kept within practical limits.

E. Temporary seeding, mulching, or other suitable stabilization measures shall be used to protect exposed critical areas during prolonged construction or other land disturbance.

F. Drainage provisions shall accommodate increased runoff resulting from modifications of soil and surface conditions during and after development or disturbance. Such provisions shall be in addition to existing requirements.

G. Sediment shall be retained on-site.

H. Erosion control devices shall be installed as early as possible in the construction sequence prior to start of clearing and grubbing operations and excavation work.

I. Cut and fill slopes and stockpiled materials shall be protected to prevent erosion. Slopes shall be protected with permanent erosion protection when erosion exposure period is expected to be greater than or equal to two (2) weeks, and temporary erosion protection when erosion exposure period is expected to be less than two (2) weeks

J. Permanent erosion protection shall be in accordance with landscaping drawings.

K. Temporary erosion protection shall be accomplished by covering with erosion protection materials, as appropriate for prevailing conditions.

L. Except where specified slope is indicated on Drawings, fill slopes shall be limited to a grade of 3:1 (horizontal:vertical) cut slopes shall be limited to a grade of 1.5:1.

PART 2 – PRODUCTS

2.1 GENERAL: Provide all equipment and materials, and do all work necessary to construct a complete erosion and sediment control program for minimizing erosion and siltation during the construction phase of the project. The Contractor shall provide additional erosion and sediment control materials and methods as required to effect the erosion and siltation control principles specified herein.

2.2 SILT FENCE

A. Shall be composed of fibers consisting of long chain synthetic polymers composed of at least 85% by weight of polyolefins, polyesters, or polyamides. Shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other. Free of any treatment or coating which might adversely alter its physical properties after installation. Shall be free of defects or flaws that significantly affect its physical and/or filtering properties. Shall be cut to a minimum width of 36-inches.

B. Filter fabric shall be one of the following, or approved equal:

Product	Manufacturer
Beltech 940	Belton Industries, Belton, SC 29627
GTF-180SF	Thrace-LINQ, Summerville, SC 29483

C. Silt fence shall be supported by 1.25-lb/linear foot steel posts, driven a minimum of 18 inches into the ground. Posts shall be spaced 6 ft. o.c. maximum.

D. Fencing other than that specified above shall be subject to review and acceptance by the Engineer.

2.3 SEDIMENT TUBES: Sediment tubes shall meet the following requirements:

A. Use sediment tubes as designated on the plans to control erosion along contours, around inlets, and in drainage conveyance swales.

B. Use sediment tubes manufactured by an experienced manufacturer producing tubes for erosion control.

C. Tube fill is to be composed of 100% weed free materials consisting of a mix of some or all of the following: curled excelsior wood, natural coconut fibers, hardwood mulch and agricultural straw.

D. Tubular netting is to be constructed of a flexible outer netting that will contain the fill materials and sediment. Netting is to be constructed from seamless high density polyethylene, polyester, and/or ethyl vinyl acetate, photodegradable materials, treated with ultraviolet stabilizers.

E. Tubes are to be minimum 12-inches in diameter.

2.4 TEMPORARY SEED COVER

A. Grass seed for temporary seed cover shall be previous year's crop. Not more than 0.5% by weight shall be weed seed and not more than 1.75% by weight crop seed. Seed shall be delivered to site in sealed containers, labeled with name of seed grower and seed formula, in form stated below. Seed shall be dry and free of mold. Seed shall meet the requirements of SCDOT Standard Specifications Sections 810.03 and 810.04 for temporary vegetation.

B. Seed for temporary seed cover shall conform to the following requirements:

C. All seed must meet the requirements of the state seed laws including the labeling requirements for showing pure live seed, (PLS - purity x germination), name and type of seed.

D. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers.

E. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Architect/Engineer. The amount and type of seed planted per acre shall be as specified below.

F. All seed shall be treated with fungicide approved by the Engineer.

G. Seed application rate shall conform to SCDOT Standard Specifications Section 810.04.

PART 3 – EXECUTION

3.1 TEMPORARY SEED COVER

A. Grass seed shall be spread by mechanical spreader at the specified rate. Following seeding, area shall be lightly raked to mingle seed with the top 1/8 to 1/4 in. of soil. Areas shall then be smoothed and rolled.

B. Following rolling, entire area shall be watered until equivalent of a 2 in. depth of water has been applied to entire seeded surface, at a rate which will not dislodge seed. Watering shall be repeated thereafter as frequently as required to prevent drying of surface, until grass attains an average height of 1-1/2 in.

C. At the Contractor's option, seed may be spread by the hydroseeding method, utilizing power equipment commonly used for that purpose. Seed and mulch shall be mixed and applied to achieve application quantities specified herein for the conventional seeding method, with mulch applied at the rate of 2700 lb. dry weight of mulch per acre. A mulching machine, acceptable to the Engineer, shall be equipped to eject the thoroughly wet mulch material at a uniform rate to provide the mulch coverage specified. Other provisions specified above for conventional seeding shall apply to hydroseeding.

D. If the results of hydroseeding application are unsatisfactory, the mixture and/or application rate and methods shall be modified to achieve the required results.

E. After the grass has appeared, all areas and parts of areas which fail to show a uniform stand of grass, for any reason whatsoever, shall be re-seeded and such areas and parts of areas seeded repeatedly until all areas are covered with a satisfactory growth of grass.

3.2 SILT FENCE

A. Silt fence shall be constructed and installed as shown on the plans, prior to start of clearing and grubbing operations.

3.3 CATCH BASIN INLET PROTECTION

A. Catch basin inlet protection designed to fit each specific inlet shall be placed at all inlets to drainage structures as structures are installed. The type of inlet protection used may be above or below grade, but each shall remain in place at all times during construction operations to prevent sediment intrusion into the drainage system. Inlet protection devices shall be inspected and repaired or replaced in accordance with SCDES minimum erosion control notes.

3.4 SEDIMENT TUBES

A. Sediment tubes shall be staked or stapled in place and shall be installed to form a continuous sediment barrier. This may require overlapping, double rows, or stacking of the sediment tubes to achieve the proper sediment control for the site.

3.5 MAINTENANCE AND REMOVAL OF EROSION CONTROL DEVICES

A. Wetland areas, water courses, and drainage swales adjacent to construction activities shall be monitored twice each month for evidence of silt intrusion and other adverse environmental impacts, which shall be corrected immediately upon discovery.

3.6 Culverts and drainage ditches shall be kept clean and clear of obstructions during construction period.

3.7 EROSION CONTROL DEVICES

A. Sediment behind the erosion control device shall be checked once per week and removed as appropriate.

B. Condition of erosion control device shall be checked once per week. Damaged and/or deteriorated items shall be replaced. Erosion control devices shall be maintained in place and in effective condition.

C. Sediment deposits shall be disposed of on-site or hauled off-site to an approved fill location, in a manner which will not cause adverse impacts elsewhere.

3.8 Removal of Erosion Control Devices

A. Erosion control devices shall be maintained until all disturbed earth has been paved or vegetated, at which time they shall be removed. After removal, areas disturbed by these devices shall be re-graded and seeded.

B. Erosion protection material shall be kept securely anchored in accordance with these specifications until acceptance of completed soil stabilization.

END OF SECTION 31 25 10

SECTION 32 12 16 – ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cold milling of existing asphalt pavement.
   2. Hot-mix asphalt patching.
   3. Hot-mix asphalt paving.
   4. Hot-mix asphalt overlay.
   5. Asphalt curbs.

1.2 PRE-INSTALLATION MEETINGS

A. Pre-Installation Conference: Conduct conference at project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
   1. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of SCDOT for asphalt paving work.
   1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.

B. Fine Aggregate: ASTM D1073 or AASHTO M29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

C. Mineral Filler: AASHTO M17, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

A. Asphalt Binder: AASHTO M320, PG 64-22.

B. Tack Coat: AASHTO M140 emulsified asphalt, or AASHTO M208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by SCDOT; designed according to procedures 2007 Standard Specifications for Highway Construction and complying with the following requirements, unless otherwise noted on the drawings:

1. Refer to Construction Details or Geotechnical Report.
2. Base Course: 6” Macadam Base.
3. Surface Course: 1.5” SCDOT Type C

PART 3 - EXECUTION

3.1 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

1. Mill to a depth of 1.5 inches.
2. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

3.2 PATCHING

A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Re-compact existing unbound-aggregate base course to form new subgrade.

C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd..

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
   1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
   2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 PLACING HOT-MIX ASPHALT

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
   1. Spread mix at a minimum temperature of 250ºF.
   2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
   1. Clean contact surfaces and apply tack coat to joints.
   2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
   3. Offset transverse joints, in successive courses, a minimum of 24 inches.
   4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
   1. Complete compaction before mix temperature cools to 185ºF.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
   1. Average Density: 92 percent (92%) of reference maximum theoretical density according to ASTM D2041, but not less than 90 percent (90%) or greater than 96 percent (96%).

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 ASPHALT CURBS

A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250º F.

1. Asphalt Mix: Same as pavement surface-course mix.

B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

3.8 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Replace and compact hot-mix asphalt where core tests were taken.

C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 WASTE HANDLING

A. General: Handle asphalt-paving waste according SCDOT 2007 Construction Specifications.

END OF SECTION 32 12 16

SECTION 32 17 23 – PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes painted markings applied to asphalt pavement.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. Aexcel Inc.
2. Benjamin Moore & Co.

2.2 PAVEMENT-MARKING PAINT

A. Pavement-Marking Paint: Alkyd-resin type, waterborne emulsion, lead and chromate free, ready mixed, complying with AASHTO M248 and FS TT-P-1952.

1. Color: White, Yellow, Blue.

B. Glass Beads: AASHTO M247, Type 1.

C. VOC Content: Pavement markings used on building interior shall have a VOC content of 150 g/L or less.

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for a minimum of 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils. Apply paint so that it cannot run beneath the stencil.
2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

END OF SECTION 32 17 23

Exhibit D

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

May 7, 2026

Project Name: PDSFM – Paving and Facilities Upgrades
Project Number: P16-9526-CB

ADDENDUM NUMBER ONE

To: All Bidders

The following items add to, modify, clarify, or otherwise alter the Drawings and/or Specifications and will be a part of the Contract Documents. Where a portion of the Drawings and/or Specifications is added to, modified, or otherwise altered, the original portion not specifically affected herein shall remain in effect.

Bidders are advised that any information received from sources not listed in the Invitation for Bids is not warranted for reliability and the Bidder accepts the responsibility for any differences.

These documents may only be reproduced in whole by any Contractor or Subcontractor, including Drawings and Specifications. No partial documents may be reproduced or distributed by any party. Documents are all inclusive and information contained on one document is as if contained on all. Working from partial documents shall not serve as a basis of change for the Owner.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

GENERAL

Item No.	Description
1.	A Pre-Bid Conference was held at Pee Dee State Farmers Market Manager's Office, 2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501 at 10:00am on Tuesday, May 5, 2026, with a Site Visit immediately following.
2.	Additional Site Visits may be scheduled by contacting Bob Sager, Farmers Market Manager, directly at bsager@scda.sc.gov or by phone at 843-665-5154 or mobile 843-506-5899.
3.	**Project Substitution Requests and Contractor Questions** must be submitted in writing to Mark Cotterill at mark@grimballcotterill.com **no later than 12:00pm Noon on Thursday, May 14, 2026. NOTE: This is a REVISED TIME AND DAY from the SE-310 Advertisement.**
4.	The **Final Addendum** will be distributed to all known Plan Holders of Record **no later than 5:30pm on Monday, May 18, 2026.**
5.	Bidders shall submit Bids in accordance with the SE-310 instructions for **Hand Delivery** to the attention of James Boutchyard at the Jennings Building, 350 Ballard Court, West Columbia, SC 29172 **no later than 1:45pm on Tuesday, May 26 OR** by **Mail** to the attention of James Boutchyard at 1200 Senate Street, Wade Hampton Bldg., 5th Floor, Columbia, SC 29201 **no later than 11:00am on Tuesday, May 26**, as stated in the Project Manual, prior to the Bid Opening.
6.	**Bid Opening** will be at **2:00pm on Tuesday, May 26, 2026, at the Jennings Building, 350 Ballard Court, West Columbia, SC 29172 (within the State Farmers Market Complex).** Bidders are invited to attend. A Location Map will be included in the Final Addendum.
7.	Listing of multiple products or manufacturers within the Specifications or approval of products or manufacturers via the Product Substitution Form 01 60 00-A in the Project Specification Manual does not waive or preclude any and all performance, warranty or specific requirements listed within the specification unless specifically noted in the Addenda. Only manufacturers and products meeting the specification requirements and listed in the specifications or included in the Addenda shall be approved for the project.

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8. In compliance with the AIA A101-2017 (SCOSE Version) Standard Form of Agreement Between Owner and Contractor, Exhibit A, Articles A.3.3.1, A.3.4.2.2 and A.3.4.2.3, Builders Risk Insurance is required for this project.

9. **NOTE:** Just after posting the Advertisement for Bids in the Monday, April 27, 2026 SCBO, it was discovered that the Project Name within the Drawing Set and the Project Specification Manual was incorrect. All Dropbox files were updated to the correct Project Name prior to uploading.

   The **CORRECT** Project Name is: **PDSFM – Paving and Facilities Upgrades**.

   In order to not delay the distribution of the Bid documents, in the Project Drawing Set PDSFM P16-9526-CB CD Drawing Set REV 042826 file, ONLY the Cover Drawing Sheet was updated to the correct Project Name; the Project Name on Drawing Sheets L1.0 Existing Conditions Plan through E102 Visitor Center Electrical Plans will not be updated.

   In the Project Specification Manual PDSFM P16-9526-CB CD Proj Manual REV 042826 file, the Cover page and **ALL** of the Division 00 Front End documents were updated to the correct Project Name for use in Bidding, Contracting and the Construction phase; the Project Name in the headers in Specification Sections in Division 01 General Requirements through Division 32 Exterior Improvements will not be updated. **The SE-330 Bid Form is CORRECT**.

   Although Drawing Sheets X1.0 and C1.0 through C3.1 are noted as "Preliminary – Not For Construction", these are the final documents for Bid and Construction.

10. **NOTE:** Several drawing sheets will be updated for Addendum #2 with details for the access panel to the Loft area from the Red Barn Breezeway and to address the missing ADA detail dimensions on Civil Drawing sheet C3.1.

11. A File containing appropriate example, noted photos of the Red Barn Loft area has been added to the Dropbox folder for viewing by all Plan Holders; see **File Folder PDSFM – Red Barn Loft Photos + Legend**.

12. The required Small Commercial Land Disturbance Permit Application was filed with Florence County on April 28, 2026; approval is anticipated prior to Work commencement. SCDA/OSE will issue the Building Permit.

ATTACHMENTS:

2025 OSE Pre-Bid Conference Discussion Items

END OF ADDENDUM NUMBER ONE

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PRE-BID CONFERENCE DISCUSSION ITEMS

(This information is to assist in the Pre-bid Conference and is not to be included in an Addendum)

General	**1.** Bidders are reminded to bid the written word contained in the bid documents. Items discussed during the pre-bid or site visits are not intended to change or modify the scope of the work presented in the bid documents. **2.** All questions must be submitted in writing. All responses will be provided in addenda to the bid documents.
SE-310 Invitation for Design-Bid-Build Construction Services	**1.** Each bid must include a Bid Security of not less than 5% of the Base Bid amount. *(Bids under $100,000 are not required to include a Bid Security)* **2.** The successful bidder must provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price. *(Awards under $50,000 may not be required to provide bonds)* **3.** Select One: **a.** *If Pre-Bid is Mandatory:* Only bidders represented at the Pre-Bid are eligible to bid. A bidders representative must sign-in using the Contractor name that will appear on the Bid Form. **b.** *If Pre-Bid is Non-Mandatory:* Any contractor is eligible to bid the project. **4.** The Bid Opening date, time, and location is listed on the SE-310 and in the SCBO advertisement. Any change to the date, time, or location will be provided by addenda and a revised SE-310 will be published in SCBO.
AIA A701 (SCOSE Version) Instructions to Bidders	**1.** Section 3.3, Substitutions: Requests for substitutions must be submitted to the A/E at least 10 days prior to the bid date. The A/E will include all approved substitutions in addenda. **2.** Section 3.4, Addenda: The last addendum to be issued will be no later than 5 business days prior to the Bid Date (the Bid Date is not included in the five business days).
SE-330 Lump Sum Bid Form	**1.** Page BF-1: **a.** Item 3. Bidders are to acknowledge all addenda by checking the appropriate boxes. A bid may be considered non-responsive if addenda are not acknowledged. **b.** Item 6.1. The amount of the Base Bid shall be entered in the space provided in legible numbers (words are not required). **2.** Page BF-1A: *(when included)* **a.** Item 6.2. Bidders are requested to provide a bid for all Alternates, and indicate whether the Alternate bid is an "add" or "deduct" to the Base Bid. **b.** Item 6.3. The bidder should furnish requested unit prices in the space(s) provided. **3.** Page BF-2: *(Only if Subcontractor Listing is required for Base Bid and Alternate(s).)* **a.** The bidder is required to identify the subcontractor(s) they propose to perform the work for the subcontractor classifications listed. **b.** If the bidder is qualified to perform the work of a classification listed and does not intend to subcontract the work, the bidder must insert their own name in the space provided for that classification. **c.** If the bidder intends to use multiple subcontractors to perform the work of a single classification listed, they must insert each subcontractor they will use, preferably separating each by the word **"and"**. If the bidder intends to use both its own employees and one or more subcontractors to perform a part of the work of a single listing, they must insert their name along with each subcontractor. **d.** Failure to insert a firms' name for each listed classification will render the Bid non-responsive. **e.** License numbers are requested and strongly recommended to verify qualification. **4.** Page BF-3: **a.** Section 9.a & 9.b: The number of Calendar Days allowed for construction to reach Substantial Completion is listed, and the Liquidated Damages dollar amount to be applied for failure to reach Substantial Completion within the contract time limit is also listed.
AIA A101, (SCOSE Version) Standard Form of Agreement Between Owner and Contractor	**1.** Exhibit A, Insurance and Bonds: **a.** Bidders are encouraged to review all insurance and bonding requirements of the project prior to submittal of their bid to verify their ability to comply. **b.** Section A.3.3, Required Property Insurance: Unless otherwise noted, the successful bidder will provide Builders Risk Policy to cover interest of all parties.
AIA A201 SCOSE Version General Conditions	**1.** Section 3.7.1: Contractors and subcontractors are required to obtain business and other licenses from the local political subdivision, but not building permits. Building Permits for projects on State property will be issued by the Office of State Engineer at no charge to the Contractor.
Conclusion	**1.** The Agency intends to award a Contract to the lowest responsive bid submitted by a responsible bidder. **2.** All questions and communication during the bidding stage should be through the A/E (or Agency if there is no A/E). However, contact the agency project manager for any additional site visits.

Exhibit E

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

May 18, 2026

Project Name: PDSFM – Paving and Facilities Upgrades
Project Number: P16-9526-CB

ADDENDUM NUMBER TWO

To: All Bidders

The following items add to, modify, clarify, or otherwise alter the Drawings and/or Specifications and will be a part of the Contract Documents. Where a portion of the Drawings and/or Specifications is added to, modified, or otherwise altered, the original portion not specifically affected herein shall remain in effect.

Bidders are advised that any information received from sources not listed in the Invitation for Bids is not warranted for reliability and the Bidder accepts the responsibility for any differences.

These documents may only be reproduced in whole by any Contractor or Subcontractor, including Drawings and Specifications. No partial documents may be reproduced or distributed by any party. Documents are all inclusive and information contained on one document is as if contained on all. Working from partial documents shall not serve as a basis of change for the Owner.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

GENERAL BIDDING INFORMATION

Item No.	Description
1.	Bidders shall submit Bids in accordance with the SE-310 instructions for **Hand Delivery** to the attention of James Boutchyard at the Jennings Building, 350 Ballard Court (within the Midlands State Farmers Market Complex), West Columbia, SC 29172 **no later than 1:45pm on Tuesday, May 26 OR** by **Mail** to the attention of James Boutchyard at 1200 Senate Street, Wade Hampton Bldg., 5th Floor, Columbia, SC 29201 **no later than 11:00am on Tuesday, May 26**, as stated in the Project Manual, prior to the Bid Opening.
2.	**Bid Opening** will be at **2:00pm on Tuesday, May 26, 2026, at the Jennings Building, 350 Ballard Court, West Columbia, SC 29172 (within the Midlands State Farmers Market Complex).** Bidders are invited to attend. A Location Map is included in this Addendum.

GENERAL:

1. Equipment/Materials Lay-down area and Contractor Parking locations will be designated during the Pre-Construction meeting prior to Work commencement.
2. Contractor will have access to site utilities as needed, within normal limits.
3. All ADA/Handicap Signage will be provided by PDSFM. To be installed by Contractor.
4. PDSFM Staff, Vendors, and Clients will be onsite daily. Contractor to provide all necessary safety protection and precautions/signage.
5. The PDSFM complex is open for business Monday through Saturday, 7am – 6pm; this includes the Two Girls Antique Mall, other vendors onsite, and the businesses within the Market Shed. The Aloha Kitchen restaurant in the Red Barn building is open for business Tuesday through Saturday, 11am – 8pm.
6. The most current 2026 Pee Dee State Farmers Market Calendar of Events is included herein.
7. All drawings should be printed out at 24” x 36” in size for indicated Dimensioning Scales.

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GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

BIDDERS QUESTIONS AND DESIGN DIRECTIVES:

QUESTIONS: NO Questions were received from Contractors.

PAVING - Civil: See Attached Revised Drawing Sheet C3.1

1. The required Small Commercial Land Disturbance Permit Application was filed with Florence County on April 28, 2026; the approved Permit #73801-0426-STW-CO was received May 12, 2026. A copy is to be displayed onsite for the duration of the Construction phase. SCDA/OSE will issue the Building Permit.
2. Contractor may reuse the existing gravel; however, the proof-roll and compaction requirements must still be met at each location.
3. A 1.5" thickness is required for all areas designated for Overlay paving. Must pass proof-roll.
4. Milling is required at all locations between existing asphalt and new asphalt, including at the Highway 52 (W. Lucas Street) entrance and at the Market Shed entrance, for a smooth transition.

RED BARN – Architectural/Electrical: See attached Revised Drawing Sheets A1.0 and A2.0

1. No Mechanical work will be required in the Red Barn.
2. No Electrical work for existing conditions is required in the Red Barn Loft other than as shown on the drawings.
3. Insulation must be replaced on the Loft floor following completion of all work in the area above the Kitchen and Food Prep/Dish Washing spaces below. Install evenly for a sufficient and neat appearance.

VISITORS CENTER – Architectural/MPE: See attached Revised Drawing Sheet A1.1

1. The Reception Area counter is currently fastened to the concrete floor. Anticipate minor concrete floor repair and epoxy floor coating to match existing following the relocation of the counter.
2. The existing entry door will be reused for the upgrades to a designated ADA entrance door; provide a new ADA-compliant threshold.
3. Non-standard ADA measurements for the Restroom renovation have been accepted by the OSE.

APPROVED EQUALS:

Trulite Doors (Red Barn) – Approved Equal – See attached Data Sheets.

Sesco Lighting – Sesco Lighting – Elite Lighting and Beghelli USA Fixtures – Approved Equals. See attached Data Sheets.

ATTACHMENTS:

Midlands State Farmers Market Map (Columbia, SC) – Jennings Building (for Bid Opening)
Pee Dee State Farmers Market 2026 Calendar of Events
Trulite Doors (for Red Barn) – Prior Approval by Deborah A. Snow, Architect
Sesco Lighting – Elite Lighting and Beghelli USA Fixtures - Prior Approval by GWA, Inc.
Civil Drawing Sheet C3.1 General Project Details: ADA Detail Dimensions added.
Architectural Drawing Sheet A1.0 Red Barn Renovations – Plans: Detail 2/A1.0 has been revised and the Loft Access Door has been located.
Architectural Drawing Sheet A1.1 Visitor Center Renovations: Detail 1/A1.1 and Locations B and D have been updated.
Architectural Drawing Sheet A2.0 Red Barn Renovations – Sections & Details: Detail 2/A2.0 has been added for the Loft Access Door.

END OF ADDENDUM NUMBER TWO

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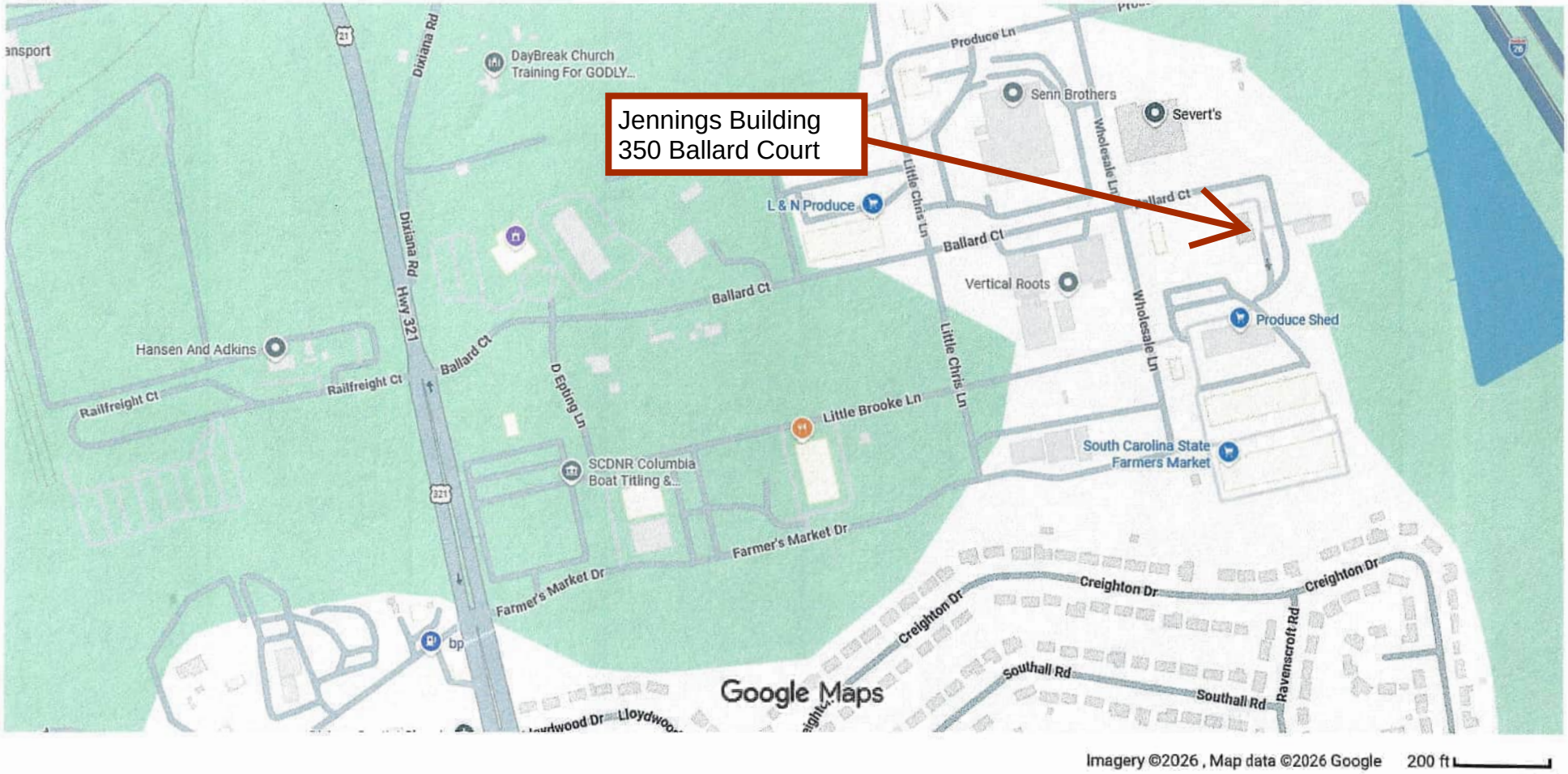
Google Maps

Jennings Building, 350 Ballard Court, West Columbia, SC 29170 (inside SC State Farmers Market complex)



SC Department of Agriculture
Project #P16-9526-CB Pee Dee State Farmers Market - Upgrades & Improvements

Bid Opening: Tuesday, May 26, 2026 at 2:00pm
Jennings Building, 350 Ballard Court, West Columbia, SC 29170

PEE DEE STATE FARMERS MARKET

CALENDAR OF EVENTS

2026

~~**March 21 |** Spring Arts and Crafts Show~~

~~**April 16-19** | Spring Plant and Flower Festival~~

~~**May 30** | Tractor Show (Rain Date June 6)~~

~~**June 12-13 |** Fruit and Veggie Festival~~

June 27 | Watermelon Festival

July 4-5 | July 4th Celebration

Sept. 5 | Car Show & Race Fest

Monday, June 29 - Anticipated Construction Commencement

Oct. 2-4 | Fall Plant and Flower Festival

Oct. 17 | Fall Family Harvest Festival/Hayrides

Tuesday, October 27 - Anticipated Substantial Completion - 120 Days

Dec. 5 | Christmas Arts and Crafts Market

Dec 28-31 | Grinding of the Greens

Jan 2-9 | Grinding of the Greens

Visit us on Facebook and Instagram for current info.

Standard Market Operating Hours: 7am - 6pm, Monday through Saturday, Closed Sunday.
OnSite Vendor Operating Hours: Same as Market.

Product Substitution Request Form – 01 60 00-A

TO: South Carolina Department of Agriculture

PROJECT: Pee Dee State Farmers Market Upgrades & Improvements #P16-9526-CB

We hereby submit for your consideration the following product instead of the specified item for the above project:

Drawing	Spec. Sect. No.	Paragraph	Specified Item
	08 42 13	1	Aluminum Framed Entrances

Proposed Substitution: TruLite 300 Series Door

Attach three (3) printed copies of complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Complete the questionnaire below:

A. Provide a comparison of significant qualities of the proposed substitution with those specified.

Yes

(Attach a spreadsheet or additional sheets if required.)

B. Are changes or modifications needed to other parts of the Work and to construction to be performed by the Owner and/or separate Contractors? Yes ____ No ✓

If yes, clearly indicate the changes:

N/A

(Attach additional sheets if required.)

C. Will this substitution affect the Construction Schedule compared to the Schedule without the approval of the substitution? Yes ____ No ✓

If yes, clearly indicate the impact on the Schedule:

N/A

D. What effect will this substitution have on the Contract Sum? Will additional Owner design costs be required to accommodate the substitution?

NONE

E. Are Manufacturer's warranties of the proposed substitution and the specified item the same?

Yes ✓ No ____

If no, clearly indicate the differences in the warranties:

N/A

F. Are maintenance services and sources for the proposed substitution more beneficial to the Owner than the specified product? Yes ✓ No ____

If yes, clearly indicate the benefits:

FASTER LEADTIME – ENGINEERING

(Attach additional sheets if required.)

Certificate of Equal Performance and Assumption of Liability for Equal Performance

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item and will meet or exceed the performance criteria in the application indicated. The undersigned further waives any rights to additional payment or time should this substitution not perform adequately.

Submitted By: GEOFF ELLIOTT

Signature: [signature]

Title: Architectural Director

Firm: TruLite Glass & Aluminum Solutions

Address: 175 Founders Parkway
Alpharetta, GA 30005

Telephone: 470 521-1744 Email: gelliott@trulite.com

Signature shall be by a person having authority to legally bind this firm to the above terms. Failure to provide legally binding signature will result in rejection of proposed substitution.

Landscape Architect's Action: The Landscape Architect will issue a list of substitutions and "approved equal" manufacturers or products no later than five (5) days prior to bid in the Final Addendum. If a decision on use of a substitute cannot be made within the time allocated, use the product specified.

The Contractor's submittal and Landscape Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

For Use By Landscape Architect:

✓ Accepted ____ Not Accepted

____ Accepted as Noted ____ Received Too Late

Remarks:

On-site measurements to be made by supplier before fabrication.

D.A. Simon 5.18.2026

B. Structural: Test according to ASTM E330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
2. Test Durations: As required by design wind velocity, but not less than 10 seconds.

C. Water Penetration under Static Pressure: Test according to ASTM E331 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).

D. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:

1. Temperature Change: 120° F, ambient; 180° F, material surfaces.

2.2 MANUFACTURERS

A. Kawneer or approved equal.

2.3 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch- (3.2-mm-) [thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
   a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
2. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width.
3. Glazing Stops and Gaskets: Beveled snap-on, extruded-aluminum stops and preformed gaskets.
   a. Provide non-removable glazing stops on outside of door.

B. Framing Members: Manufacturer's standard extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.

1. Nominal Size: 1-3/4 by 4-1/2 inches (45 by 115 mm.

C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

E. Materials:

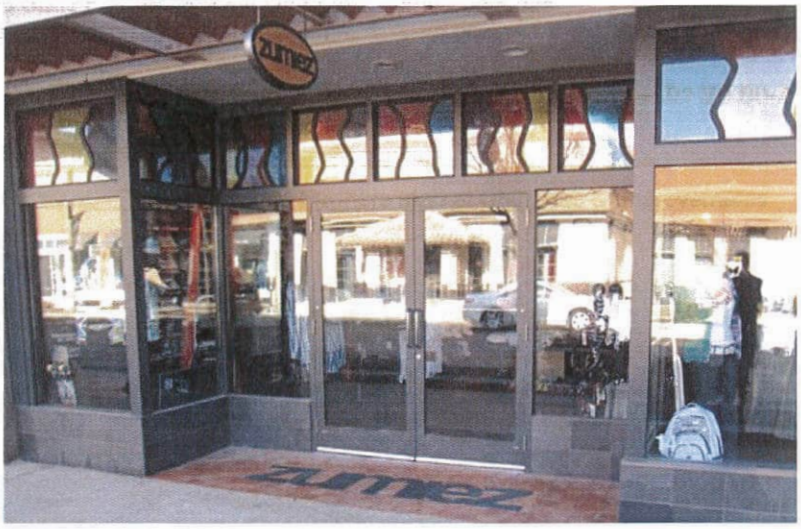
1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   a. Sheet and Plate: ASTM B209 (ASTM B209M).
   b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
   c. Extruded Structural Pipe and Tubes: ASTM B429/B429M.
   d. Structural Profiles: ASTM B308/B308M.
2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and

Trulite
GLASS & ALUMINUM SOLUTIONS

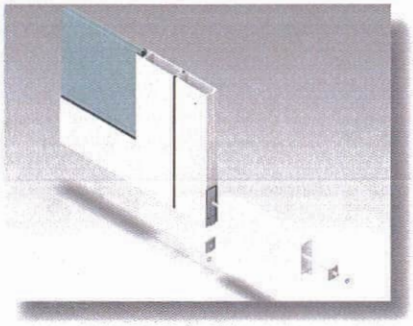
Entrances

ON TIME. ON SPEC. ON COST.

Trulite is proud to offer a comprehensive line of entrance doors designed and tested to meet any project requirement. Each door is constructed with an innovative inter-locking rail and vertical stile ensuring the structural integrity of the door while providing simple shop modifications. Top and bottom rails "nest" into the vertical stiles providing additional strength and eliminating unsightly raw edges and daylight from showing through at the corners.



Lifetime Corner Warranty



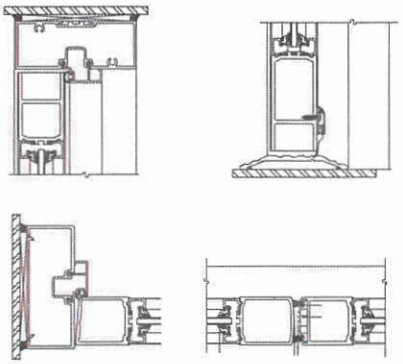
Inter-Locking Stile & Rail

- Structural
- Aesthetic
- Performance

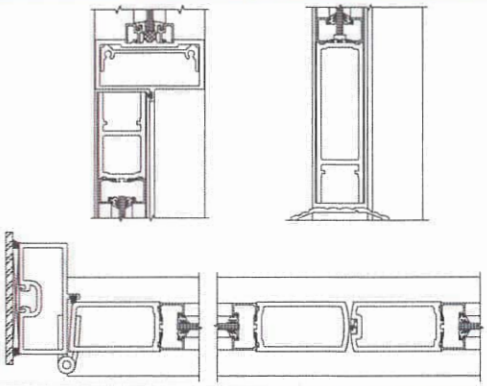
Tie-Rod Construction

- Strong
- Durable
- Adaptable

Standard Entrances



Heavy Duty Entrances



Entrance Door Types	Door Thickness	Vertical Stile	Top Rail	Bottom Rail	Recommended Limits Single	Recommended Limits Pair	Traffic Recommendation
Series 200 Narrow Stile	1¾"	1 15/16"	2½"	3½"	42" x 96"	84" x 96"	Normal
Series 300 Medium Stile	1¾"	3 11/16"	3½"	6½"	42" x 108"	84" x 108"	Heavy to Abusive
Series 500 Wide Stile	1¾"	5"	5"	6½"	42" x 108"	84" x 108"	Abusive
Magnum	2"	3 11/16"	3½"	6½"	42" x 108"	84" x 108"	Abusive
Varsity	2"	5"	5"	6½"	42" x 108"	84" x 108"	Abusive

10" Bottom Rails may be substituted on the Non-Impact rated entrances listed above

Trulite Glass & Aluminum Solutions is proud to be your True Single Source Supplier of all your needs from Specification Sections: 08400, 08700, 08800 and 08900. Complete System Details are Available on www.trulite.com.

800 Fairway Drive, Suite 200 • Deerfield, FL 33441 • 800-432-8132

Application	Description	Door Thickness	Glass	Impact Rating	Trulite	KAWNEER	YKK ap
Non-Impact Entrance Doors	Narrow Stile	1 3/4" Thick	1/4" to 1" IGU	No	NS200	190 Std Entrance	20D
	Medium Stile	1 3/4" Thick	1/4" to 1" IGU	No	MS300	350 Std Entrance	35D
	Wide Stile	1 3/4" Thick	1/4" to 1" IGU	No	WS500	500 Std Entrance	50D
Thermal Entrance Doors	Medium Stile	2 3/8"	1" IGU	Hi-Thermal Efficiency	MS300 XT	350T	35XT
	Wide Stile	2 3/8"	1" IGU	Hi-Thermal Efficiency	MS500 XT	500T	50XT
Impact Resistant Entrance Doors	Medium Stile	1 3/4" Thick	9/16 to 1-1/32"	Yes (LMI)	351/351X	350IR	35H
	Wide Stile	1 3/4" Thick	9/16 to 1-1/32"	Yes (LMI)	551/551X	500IR	50H
Active Shooter Entrance Doors	Medium Stile	1 3/4" Thick	9/16"	No	353F	N/A	N/A
	Wide Stile	1 3/4" Thick	9/16"	No	553F	N/A	N/A

Date: 15 May 2026

From: GWA, Inc.

Re: Pee Dee State Farmers Market – Upgrades and Improvements
P16-9526-CB/GWA #23302.001

Electrical Items for Addendum

Drawings

1. Refer to Electrical Specifications on sheet E002, Requests for Prior Approval: The manufacturers/ products on submittal requests attached to and hereby made a part of this addendum, are approved as indicated:
    a. Lighting Fixtures:
        1. SESCO Lighting (18 pages)

END OF ELECTRICAL ITEMS FOR ADDENDUM

PRIOR APPROVALS

May 14 2026

Project Number PJ00157107

PEE DEE STATE FARMERS MARKET UPGRADES

- Prepared By -
DEBBIE PARHAM - SESCO - South Carolina
864-675-9250
dparham@sescolighting.com
39 Pelham Davis Circle
Greenville, SC 29615, USA

PRIOR APPROVALS

PEE DEE STATE FARMERS MARKET UPGRADES

Project Number PJ00157107

Table of Contents

Datasheets

Unknown			
Type	Manufacturer	Model Number & Description	Pg.
A	ELITE LIGHTING	24-OEVHP-LED-3000L/4000L/5000L-DIM10-MVOLT-35K/40K/50K-85	2
B	ELITE LIGHTING	4-OEC4-LED-3000L/4000L/5000L/6000L-DIM10-MVOLT-27K/30K/35K/40K/50K-85-OCVH	7
V	ELITE LIGHTING	REL675-750L/900L/1200L-DIMTR-120-27K/30K/35K/40K/50K-90-WH/RL-UNV-4/5/6	9
D	BEGHELLI USA	BRHWP1	12
EXIT	BEGHELLI USA	EPCRC	14
EM	BEGHELLI USA	BBXSEWHT	15

PRIOR APPROVALS

PEE DEE STATE FARMERS MARKET UPGRADES

Project Number PJ00157107

Datasheets

Unknown

ORACLE LIGHTING
By Elite Lighting

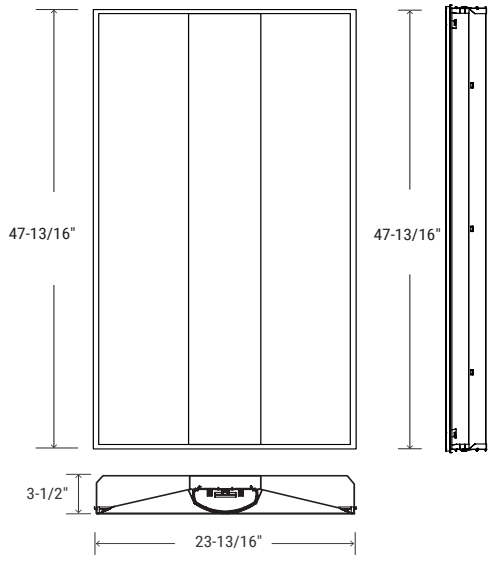
24-OEVHP-LED

2' x 4' Architectural Shallow Plenum Recessed LED Troffer

2'x4'

MULTILUMEN SELECTOR

EASY 3 COLORS SELECCTOR
3500K / 4000K / 5000K



6000/7000/8000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
8000	8108	62W
7000	7427	56W
6000	6273	46W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

3000/4000//5000

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
5000	5308	39W
4000	4293	29W
3000	3228	21W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

FEATURES

A combination of stylish design and shallow profile, coupled with innovative LED technology to deliver soft, glare-free illumination, resulting in improved visual comfort and uniform appearance. The enhancement of the volumetric effect provides increased brightness, with an aesthetically pleasing appearance and contemporary design. The energy saving features and optical performance create the ideal choice for educational, medical, office and retail spaces.

LUMENS	3000L/4000L/5000L 6000L/7000L/8000L
CCT & DYNAMIC PLATFORMS	35K/40K/50K
CRI	85+
COLOR QUALITY	3 Step MacAdam Ellipse
SIZE	2'x2', 2'x4'
UGR	UGR <17
MOUNTING	Recessed
DIMMING & CONTROL	0-10V Flicker Free 10% Dimming Standard (DIM10)
EMERGENCY	10W - Up to 1000L output 20W - Up to 2000L output EMG-LED-G2-10W-SDT - Self Diagnostic (Consult Factory) EMG-LED-G2-20W-SDT - Self Diagnostic (Consult Factory) GTD-UL924
LIFETIME	L70 at 167,000 Hours
PHOTOMETRIC TESTS	In Accordance with IES LM79-08, LM80 and TM-30, TM-21

DLC LISTED PREMIUM · cULus LISTED · Buy American TITLE 24 & JA8 COMPLIANT · PROUDLY ASSEMBLED in AMERICA · QUICKSHIP CONSULT FACTORY · IC IC RATED · DAMP LOCATION · 5 YEARS LIMITED WARRANTY

elite LED LIGHTING | www.iuseelite.com

Due to the changes of constant improvement in LED technology, all details are subject to change without notice. Consult factory for up to date information.

ORACLE LIGHTING
By Elite Lighting

24-OEVHP-LED

2' x 4' Architectural Shallow Plenum Recessed LED Troffer

2'x4'

MAINTENANCE
The center acrylic diffuser can be removed, allowing easy access to LED boards and driver compartment, locking into place for secure closure of the luminaire. LED engines and drivers are rem ovable and upgradable even after luminaire installation. Luminaire can be regularly and safely wiped down to ensure optimal performance.

OPTICAL SYSTEM
The LED light engine is secured to the body of the luminaire, with the body acting as a heat sink. A proprietary design of the lens results in zero pixilation, regardless of the viewing angle, with LEDs placed to promote a uniform appearance. The result is even illumination across the space, from luminaire to luminaire. A UGR (Unified Glare Rating) of less than 17 minimizes the effect of glare, enhancing well-being and reducing discomfort.

CONSTRUCTION
Body is constructed of heavy-duty 20-gauge cold rolled steel, post-painted and engineered for maximum strength and extended life. All corners interlock to prevent aesthetic damage to the luminaire, with sides and corners uniformly turned in and hemmed to remove sharp edges for safe handling and easy installation. Luminaire is supplied with multiplewiring entrances for easy daisy chain of luminaires, to add power packs, whips, or other accessories in the field, or for continuous row mounting.

FINISH
Post-painted with a 93% reflective white coat to improve luminaire efficacy, with all body components seamlessly interlocked for added structural strength.

MOUNTING
Luminaires accommodate lay-in ceilings, Slot T, and T-bar suspension systems for 5/8" and 3/8" ceiling thicknesses. Four corner tie points are standard for safety wire support when required, with built-in earthquake clips, standard. Luminaires may be available with flange kits, surface mounted kits, and other options.

OPTIONS
Luminaires can be shipped pre-installed with whips, modular wiring systems, daylight harvesting controls, occupancy sensors, and/or power packs for individual or room control applications.

DRIVER ELECTRICAL INFORMATION
Powered by high-quality constant-current power LED drivers which are rated for 50 to 60Hz at 120/277V input.

DIMMING & DRIVER INFORMATION
DIM10 - Flicker Free 10% Dimming Standard (DIM10) 0-10V dimming on either MVOLT 120, 277V.

WARRANTY
Five-year warranty for parts and components. (Labor not included)

LISTINGS
c-UL-us - Listed for Feed Through Wiring.
Listed for DLC, California Title 24 compliant.

Example: **24-OEVHP-LED-3000L/4000L/5000L-DIM10-MVOLT-35K/40K/50K-85**

24	OEVHP	LED								
FIXTURE SIZE	SERIES	TYPE	LUMENS	DIMMING	VOLTAGE	CCT	CRI	EMERGENCY		
24 - 2' X4'	**OEVHP** - LED Shallow Volumetric Troffer	**LED**	**3000L/4000L/5000L** **6000L/7000L/8000L**	**DIM10** - 0-10V Dimming	**MVOLT**	**35K/40K/50K** **30K***	**85**	**O-EMG-LED-10W** **O-EMG-LED-20W** **O-EMG-LED-G2-10W-SDT** **O-EMG-LED-G2-20W-SDT** ***GTD-UL924** (listed bodine GTD factory installes on drivers input) *Consult factory for details		

* Only for 3000L/4000L/5000L

OTHER OPTIONS

24FK - 2'x4' Flange Kit
24-OEVHP-LED-SMK - 2'x4' Surface Mount Kit
FBF - Internal Fast Blow Fuse
SBF - Internal Slow Blow Fuse
RIS - Radio Interference Suppressor

Due to the changes of constant improvement in LED technology, all details are subject to change without notice. Consult factory for up to date information.

ORACLE LIGHTING
By Elite Lighting

24-OEVHP-LED
2' x 4' Architectural Shallow Plenum Recessed LED Troffer
2'x4'

WHIPS

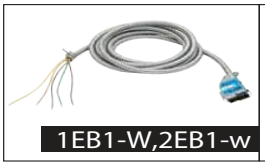
C5

C6

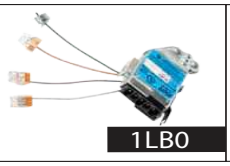
1DB1,2DB1

WHIPS

C5	C6	1DB1
C5-3/8X6FT FLEX ASSY 18/5 W/GRAY & PURPLE WIRE - EXTENDED TO 12"	6-wire Flex Cable (Single Circuit)	120/208/240V Distribution cable, 3-wire w/ground-phase A,B, 1' cable length ❑ 2DB1 277/480V Distribution cable, 3-wire w/ground-phase A,B, 1' cable length


1EB1-W,2EB1-w

2SB1


1LB0

1SPB

1EB1-W	2SB1	1LB0	1SPB
120/208/240V Extender cable, 3-wire w/ground-phase A,B, 1' cable length-Whip End ❑ 2EB1-W 277/480V Extender cable, 3-wire w/ground-phase A,B, 1' cable length-Whip End	277/480V Switch Module, 3-wire w/ground-phase A,B, 1' cable length	120/208/240V Lighting Component, 3-wire w/ground-phase A,B, No cable required	120/208/240V Splitter, 3-wire w/ground-phase A,B

Due to the changes of constant improvement in LED technology, all details are subject to change without notice. Consult factory for up to date information.

Job Name : PEE DEE STATE FARMERS MARKET UPGRADES
Manufacturer : ELITE LIGHTING
Model Number : 24-OEVHP-LED-3000L/4000L/5000L-DIM10-MVOLT-35K/40K/50K-85

Type : A

ORACLE LIGHTING
By Elite Lighting

24-OEVHP-LED

2' x 4' Architectural Shallow Plenum Recessed LED Troffer

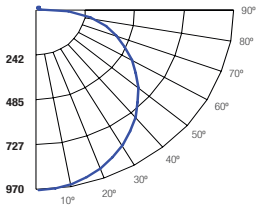
2'x4'

24-OEVHP-LED-3000L-4000L-5000L-DIM10-MVOLT-35K-40K-50K-85(3000L)

TEST NO.: EL02102050

INPUT WATTS: **21.2** LUMENS: **3228** CRI: **85** EFFICACY: **152** CCT: **40K** SPACING CRITERIA: **1.42**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	355.42	11.00	11.00
0-30	760.61	23.60	23.60
0-40	1258.85	39.10	39.00
0-60	2300.03	71.40	71.30
0-80	3041.00	94.30	94.20
0-90	3184.34	98.80	98.60

Luminance (Average candela/M²)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	1189	1241	1341
55	1144	1235	1400
65	1088	1255	1520
75	944	1300	1813
85	655	1331	2275

Lumens Per Zone

Zone	Lumens
0-10	91.73
10-20	263.70
20-30	405.19
30-40	498.24
40-50	532.68
50-60	508.50
60-70	431.20
70-80	309.76
80-90	143.34

Candela Tabulation

	0
0	968.901
5	961.250
15	921.250
25	848.000
35	747.250
45	625.460
55	488.220
65	341.930
75	181.720
85	42.440
90	3.960

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%			30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	107	101	96	92	104	99	94	90	94	91	87	90	87	84	86	84	82	79
	2	96	87	80	73	94	85	78	72	81	76	70	78	73	69	75	70	67	64
	3	87	76	67	60	85	74	66	59	71	64	58	68	62	57	65	60	56	53
	4	80	67	58	50	77	65	57	50	63	55	49	60	54	48	58	52	47	45
	5	73	60	50	43	71	58	49	43	56	48	42	54	47	41	52	46	41	39
	6	67	53	44	37	65	52	44	37	50	42	37	49	42	36	47	41	36	34
	7	62	48	39	33	61	47	39	33	46	38	32	44	37	32	43	36	32	29
	8	58	44	35	29	56	43	35	29	42	34	29	40	33	28	39	33	28	26
	9	54	40	32	26	53	40	32	26	38	31	26	37	30	26	36	30	25	23
	10	51	37	29	24	49	37	29	23	35	28	23	34	28	23	33	27	23	21

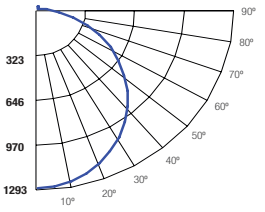
RC - Ceiling Cavity Reflectance

24-OEVHP-LED-3000L-4000L-5000L-DIM10-MVOLT-35K-40K-50K-85(4000L)

TEST NO.: EL02102051

INPUT WATTS: **28.7** LUMENS: **4293** CRI: **85** EFFICACY: **150** CCT: **40K** SPACING CRITERIA: **1.42**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	474.21	11.10	11.00
0-30	1012.09	23.60	23.60
0-40	1671.65	39.00	38.90
0-60	3056.91	71.30	71.20
0-80	4042.9	94.30	94.20
0-90	4234.4	98.80	98.60

Luminance (Average candela/M²)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	1589	1657	1793
55	1528	1649	1872
65	1433	1658	2034
75	1259	1732	2387
85	872	1750	3027

Lumens Per Zone

Zone	Lumens
0-10	122.38
10-20	351.83
20-30	537.88
30-40	659.56
40-50	707.07
50-60	678.19
60-70	574.32
70-80	411.67
80-90	191.51

Candela Tabulation

	0
0	1292.741
5	1282.300
15	1228.800
25	1131.630
35	998.240
45	835.880
55	652.050
65	450.390
75	242.500
85	56.530
90	5.270

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%			30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	107	101	96	92	104	99	94	90	94	91	87	90	87	84	86	84	82	79
	2	96	87	80	73	94	85	78	72	81	75	70	78	73	69	74	70	67	64
	3	87	76	67	60	85	74	66	59	71	64	58	68	62	57	65	60	56	53
	4	80	67	58	50	77	65	57	50	63	55	49	60	54	48	58	52	47	45
	5	73	60	50	43	71	58	49	43	56	48	42	54	47	41	52	46	41	39
	6	67	53	44	37	65	52	44	37	50	42	37	49	41	36	47	41	36	34
	7	62	48	39	33	61	47	39	33	46	38	32	44	37	32	43	36	32	29
	8	58	44	35	29	56	43	35	29	42	34	29	40	33	28	39	33	28	26
	9	54	40	32	26	53	40	32	26	38	31	26	37	30	26	36	30	25	23
	10	51	37	29	24	49	37	29	23	35	28	23	34	28	23	33	27	23	21

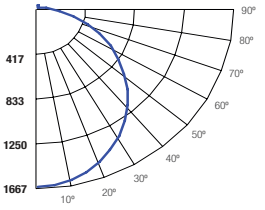
RC - Ceiling Cavity Reflectance RW - Wall Reflectance

24-OEVHP-LED-3000L-4000L-5000L-DIM10-MVOLT-35K-40K-50K-85(5000L)

TEST NO.: EL12231990

INPUT WATTS: **38.8** LUMENS: **5308** CRI: **85** EFFICACY: **137** CCT: **40K** SPACING CRITERIA: **1.40**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	609.44	11.5	11.5
0-30	1296.04	24.5	24.4
0-40	2130.26	40.2	40.1
0-60	3843.43	72.5	72.4
0-80	5027.09	94.8	94.7
0-90	5240.2	98.9	98.7

Luminance (Average candela/M²)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2020	2096	2235
55	1921	2061	2293
65	1780	2045	2440
75	1551	2099	2815
85	1040	2000	3006

Lumens Per Zone

Zone	Lumens
0-10	157.67
10-20	451.77
20-30	686.59
30-40	834.22
40-50	881.42
50-60	831.75
60-70	695.3
70-80	488.36
80-90	213.11

Candela Tabulation

	0
0	1666.961
5	1658.14
15	1588.39
25	1458.29
35	1278.62
45	1062.7
55	819.71
65	559.75
75	298.7
85	67.42
90	5.65

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%			30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	107	102	97	93	104	99	95	91	95	91	88	91	88	85	87	84	82	80
	2	97	88	80	74	94	86	79	73	82	76	71	78	74	69	75	71	68	65
	3	88	77	68	61	85	75	67	60	72	65	59	69	63	58	66	61	57	54
	4	80	68	58	51	78	66	57	51	63	56	50	61	54	49	58	53	48	46
	5	74	60	51	44	71	59	50	44	57	49	43	54	48	42	52	46	42	39
	6	68	54	45	38	66	53	44	38	51	43	37	49	42	37	47	41	36	34
	7	63	49	40	33	61	48	39	33	46	39	33	45	38	33	43	37	32	30
	8	59	45	36	30	57	44	35	30	42	35	29	41	34	29	40	33	29	27
	9	55	41	32	27	53	40	32	27	39	32	26	38	31	26	37	30	26	24
	10	51	38	30	24	50	37	29	24	36	29	24	35	28	24	34	28	24	22

RC - Ceiling Cavity Reflectance RW - Wall Reflectance

Due to the changes of constant improvement in LED technology, all details are subject to change without notice. Consult factory for up to date information.

ORACLE LIGHTING
By Elite Lighting

24-OEVHP-LED

2' x 4' Architectural Shallow Plenum Recessed LED Troffer

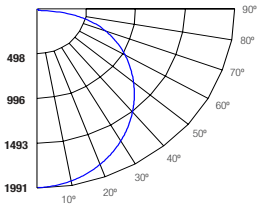
2'x4'

24-OEVHP-LED-6000L-7000L-8000L-DIM10-MVOLT-35K-40K-50K-85(6000L)

TEST NO.: **EL12172039**

INPUT WATTS: **46** LUMENS: **6273** CRI: **90** EFFICACY: **136** CCT: **3500K** SPACING CRITERIA: **1.40**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	723.17	11.5	11.5
0-30	1539.13	24.5	24.5
0-40	2532.32	40.4	40.4
0-60	4575.28	72.9	72.9
0-80	5984.07	95.4	95.4
0-90	6220.34	99.2	99.2

Luminance (Average candela/M²)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2382	2484	2647
55	2257	2450	2725
65	2063	2440	2907
75	1707	2475	3273
85	918	1986	3455

Lumens Per Zone

Zone	Lumens
0-10	186.97
10-20	536.2
20-30	815.96
30-40	993.19
40-50	1051.3
50-60	991.66
60-70	830.47
70-80	578.32
80-90	236.27

Candela Tabulation

	0
0	1976.6
5	1963.76
15	1878.17
25	1723.33
35	1510.77
45	1252.81
55	963.06
65	648.64
75	328.63
85	59.52
90	3.89

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%			30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	107	102	97	93	104	100	95	91	95	91	88	91	88	85	87	85	83	80
	2	97	88	81	74	94	86	79	73	82	76	71	79	74	70	75	72	68	66
	3	88	77	68	61	85	75	67	60	72	65	59	69	63	58	66	61	57	55
	4	80	68	58	51	78	66	58	51	64	56	50	61	55	49	59	53	48	46
	5	74	60	51	44	71	59	50	44	57	49	43	55	48	42	53	47	42	40
	6	68	54	45	38	66	53	44	38	51	43	37	49	42	37	48	41	37	34
	7	63	49	40	34	61	48	39	33	46	39	33	45	38	33	43	37	32	30
	8	59	45	36	30	57	44	36	30	42	35	29	41	34	29	40	34	29	27
	9	55	41	32	27	53	40	32	27	39	32	26	38	31	26	37	31	26	24
	10	51	38	30	24	50	37	29	24	36	29	24	35	28	24	34	28	24	22

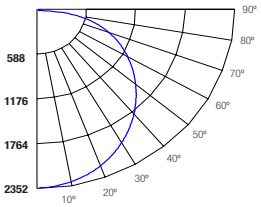
***RC** - Ceiling Cavity Reflectance* ***RW** - Wall Reflectance*

24-OEVHP-LED-6000L-7000L-8000L-DIM10-MVOLT-35K-40K-50K-85(7000L)

TEST NO.: **EL12172040**

INPUT WATTS: **56** LUMENS: **7427** CRI: **90** EFFICACY: **131** CCT: **3500K** SPACING CRITERIA: **1.40**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	856.76	11.5	11.5
0-30	1823.46	24.6	24.6
0-40	3000.05	40.4	40.4
0-60	5419.77	73	73
0-80	7084.36	95.4	95.4
0-90	7364.28	99.2	99.2

Luminance (Average candela/M²)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	2818	2943	3138
55	2673	2904	3234
65	2441	2893	3444
75	1996	2930	3882
85	1087	2315	4059

Lumens Per Zone

Zone	Lumens
0-10	221.52
10-20	635.24
20-30	966.7
30-40	1176.59
40-50	1245.41
50-60	1174.32
60-70	980.65
70-80	683.94
80-90	279.91

Candela Tabulation

	0
0	2341.449
5	2326.76
15	2222.1
25	2038.8
35	1786.93
45	1482.28
55	1140.55
65	767.42
75	384.27
85	70.47
90	4.61

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%			30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	107	102	97	93	104	100	95	91	95	91	88	91	88	85	87	85	83	80
	2	97	88	81	74	94	86	79	73	82	76	71	79	74	70	76	72	68	66
	3	88	77	68	61	85	75	67	60	72	65	59	69	63	58	66	61	57	55
	4	80	68	58	51	78	66	58	51	64	56	50	61	55	49	59	53	48	46
	5	74	60	51	44	71	59	50	44	57	49	43	55	48	42	53	47	42	40
	6	68	54	45	38	66	53	44	38	51	43	37	49	42	37	48	41	37	35
	7	63	49	40	34	61	48	39	33	46	39	33	45	38	33	43	37	32	30
	8	59	45	36	30	57	44	36	30	42	35	29	41	34	29	40	34	29	27
	9	55	41	32	27	53	40	32	27	39	32	26	38	31	26	37	31	26	24
	10	51	38	30	24	50	37	29	24	36	29	24	35	28	24	34	28	24	22

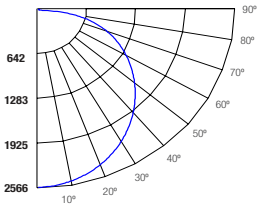
***RC** - Ceiling Cavity Reflectance* ***RW** - Wall Reflectance*

24-OEVHP-LED-6000L-7000L-8000L-DIM10-MVOLT-35K-40K-50K-85(8000L)

TEST NO.: **EL12172040**

INPUT WATTS: **62** LUMENS: **8108** CRI: **90** EFFICACY: **130** CCT: **3500K** SPACING CRITERIA: **1.40**

Candle Power Distribution (Candelas)



Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixt
0-20	935.74	11.5	11.5
0-30	1991.54	24.6	24.6
0-40	3276.58	40.4	40.4
0-60	5919.05	73	73
0-80	7734.62	95.4	95.4
0-90	8040.02	99.2	99.2

Luminance (Average candela/M²)

Angle in Degrees	Average 0°	Average 45°	Average 90°
45	3074	3214	3429
55	2915	3165	3529
65	2665	3153	3760
75	2180	3192	4229
85	1184	2488	4393

Lumens Per Zone

Zone	Lumens
0-10	241.94
10-20	693.8
20-30	1055.8
30-40	1285.05
40-50	1360.09
50-60	1282.38
60-70	1069.77
70-80	745.81
80-90	305.39

Candela Tabulation

	0
0	2557.401
5	2538.51
15	2426.73
25	2227.19
35	1951.43
45	1617.04
55	1243.98
65	837.94
75	419.7
85	76.76
90	5.03

Coefficients of Utilization - Zonal Cavity Method
Effective Floor Cavity Reflectance 0.20

	RC	80%				70%				50%			30%			10%			0%
	RW	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%
ROOM CAVITY RATIO	0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	101	101	101	99
	1	107	102	97	93	104	100	95	91	95	91	88	91	88	85	87	85	83	80
	2	97	88	81	74	94	86	79	73	82	76	71	79	74	70	76	72	68	66
	3	88	77	68	61	85	75	67	60	72	65	59	69	63	58	66	61	57	55
	4	80	68	58	51	78	66	58	51	64	56	50	61	55	49	59	53	48	46
	5	74	60	51	44	71	59	50	44	57	49	43	55	48	42	53	47	42	40
	6	68	54	45	38	66	53	44	38	51	43	37	49	42	37	48	41	37	35
	7	63	49	40	34	61	48	39	33	46	39	33	45	38	33	43	37	32	30
	8	59	45	36	30	57	44	36	30	42	35	29	41	34	29	40	34	29	27
	9	55	41	32	27	53	40	32	27	39	32	26	38	31	26	37	31	26	24
	10	51	38	30	24	50	37	29	24	36	29	24	35	28	24	34	28	24	22

***RC** - Ceiling Cavity Reflectance* ***RW** - Wall Reflectance*

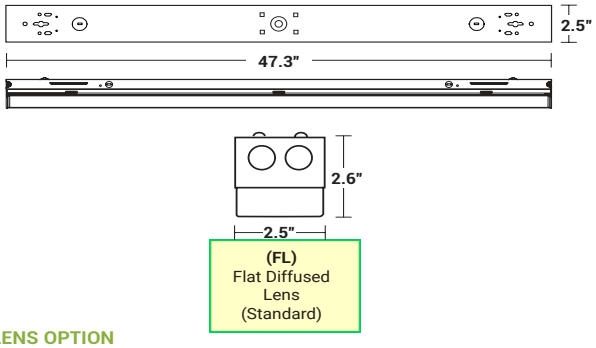
Due to the changes of constant improvement in LED technology, all details are subject to change without notice. Consult factory for up to date information.

ORACLE LIGHTING

4-OEC4-LED

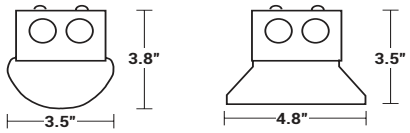
4' LED Linear Strip Light with Multi-lumen and Multi-CCT 4'

DIMENSIONS



(FL)
Flat Diffused Lens
(Standard)

LENS OPTION



RDL
Round Diffused Lens

WDL
Wide Diffused Lens

NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
3000L	2000L	21W
4000L	2500L	26W
5000L	3000L	34W
6000L	4000L	40W
6000L	6000L	40W
7000L	7000L	47W
8000L	8000L	53W
10000L	10000L	68W

Based on 4000K, 85+ CRI. Actual wattage may vary +/- 5%

FEATURES

This architectural LED linear strip light features a slim profile and clean lines which make it great for library stacks, narrow aisles, and low plenum spaces. Multi-lumen, multi-CCT and 3 lens options make for a luminaire that is modern, versatile, and produces uniform, glare-free illumination. Suited to single surface or suspended mounting or continuous row mounting with seamless luminaire to luminaire connection and adjustable mounting heights. Ideal for use in aisles and open spaces in industrial, educational, healthcare, office, commercial, and retail spaces. Damp location rated and suitable for continuous row mounting.

Available in 2 ft, 4 ft, and 8 ft lengths.

LUMENS	3000L/4000L/5000L/6000L, 6000L/7000L/8000L/10000L
WATTAGE	27K/30K/35K/40K/50K
CRI	85+ Standard
COLOR QUALITY	3-Step MacAdam Ellipse
MOUNTING	Surface Mount, Suspended Mount
FINISH	White (WH)
DIMMING	DIM10 - 0-10V 1% Flicker-free Dimming
DISTRIBUTION	FL-Flat diffused lens, RDL-Round Diffused Lens, WDL-Wide Diffused Lens
WORKING TEMP.	-20°C (-4°F) to 50°C (122°F)
EMERGENCY	O-EMG-LED-4W, O-EMG-LED-10W
LIFETIME	L70 at 100,000 Hours
PHOTOMETRIC	In accordance with IES LM79-08, LM80 and TM-30, TM-21

DLC | c UL us LISTED | TITLE 24 | DAMP LOCATION | 5-YEAR LIMITED WARRANTY | QUICKSHIP CONSULT FACTORY | PROUDLY ASSEMBLED in AMERICA

Due to the constant improvement in LED technology, all details are subject to change without notice. Consult factory for up-to-date information.
02/06/26

ORACLE LIGHTING

4-OEC4-LED 4'

4' LED Linear Strip Light with Multi-lumen and Multi-CCT

OPTICS
Features an optical system which delivers highly efficient LED light that passes through a high quality, flat frosted PMMA acrylic lense for optimal beam distribution and a glare-free, even distribution.

Luminaire available in selectable lumens of 3000L/4000L/5000L/6000L or 6000L/7000L/8000L/10000L for customizable intensity with a variety of uses. Five selectable color temperatures of 27K/30K/35K/40K/50K enable different warm to cool moods and atmospheres. High efficacy function at 150 lumens per watt.

CCT factory set to 5000K; lumen factory set to 6000L or 10000L.

Alternative Round and Wide lens options available to order (see Options & Accessories and order chart for more information).

CONSTRUCTION
Body made from a durable stamped steel sheet and post-painted with a long lasting high-gloss, baked white enamel finish for safe handling and installation.

Includes 2 knockouts on each side for a total of 4, and a wiring entrance through the center.

Integrated driver located inside luminaire, behind lens.

Multi-lumen and multi-CCT switches located on luminaire side, for easy access. Available in a white finish.

SUPPORT CABLE/FEED
Standard suspension through conductive feed/suspension cable. The adjustable power cable comes in a standard 10' length. Utilizes a 5-conductor or 6-conductor cable for emergency power. Length field adjustable. Requires max. support every 8 feet.

CRM INSTALLATION
For continuous row mounting, the first luminaire in the row will always be the power supply feed. After plugging in the male and female harnesses supplied with each luminaire, they will easily slide together, and can be secured with two screws from opposite directions in the connecting brackets.

MOUNTING
Suitable for both surface and suspended mounting. Jbox cover plates included standard for surface mounting. Suspension, V-hook, and CRM (Continuous Row Mounting) harness kits available to order separately.

MAINTENANCE
Fixture may be wiped down with a dry cloth for optimal performance.
Lens can be removed via pressure and can then be slid back into place toolessly.

OPTIONS & ACCESSORIES
Luminaires can be shipped with pre-installed daylight harvesting controls, occupancy sensors, and/or power packs for individual or room control solutions.

Available to order separately with a variety of wiring options and 4W or 10W emergency battery back-up options.

DRIVER & ELECTRICAL INFORMATION
Powered by high-quality constant-current LED drivers which are rated for 50 to 60Hz at 120/277v input, produce less than 20% THD, and have a power factor of .90 to 1.00. Male and female 18-gauge, 6 wire plug connectors are included with every luminaire to allow for simple, hassle-free continuous wiring. Each luminaire must be installed male to female.

Consult factory for 347V.

DIMMING
DIM10 - 0-10V Flick-free 1% dimming on MVOLT 120-277V.

WARRANTY
5-year warranty for parts and components (labor not included).

LISTINGS
cUL listed for feed through wiring.
JA8 and California Title 24 compliant.
Damp location listed.
DLC listed.

Example: **4-OEC4-LED-3000L/4000L/5000L/6000L-DIM10-MVOLT-27K/30K/35K/40K/50K-85**

4	OEC4-LED									
LENGTH	**SERIES**	**LUMENS**	**DIMMING**	**VOLTAGE**	**CCT**	**CRI**	**LENS**	**EMERGENCY**	**WIRING**	
4 - 4'	OEC4-LED	3000L/4000L/5000L/6000L 6000L/7000L/8000L/10000L	DIM10 (0-10V)	MVOLT (120-277V) 347V (Consult Factory)	27K/30K/35K/40K/50K	85	**Blank** - (FL) Flat Lens, Included **RDL** - Round Diffused Lens **WDL** - Wide Diffused Lens	**O-EMG-LED-4W** 4W Emergency **O-EMG-LED-10W** 10W Emergency	**FBF** - Internal Fast Blow Fuse **SBF** - Internal Slow Blow Fuse **RIS** - Radio Interference Suppressor	

CONTROL		OPTION
SIDE MOUNT	INTEGRATED	
OSFHU-LTW - ON/OFF Line Voltage **HB011-PDX** - Occupancy Sensor with 0-10V Dimming **FSP-311-B-D** - 0-10V Continuous Dimming PIR Photo/Motion Sensor with Bluetooth Control Option **411** - HB0LAPDX	**OSM3D-V1W** - Line Voltage Microwave Sensor **OSM3D-DDW-20** - HF Microwave Sensor 0-10 20% Dim **OSM3D-DDW-50** - HF Microwave Sensor 0-10 50% Dim **FS-205** - Low Voltage PIR Fixture Integrated Occupancy Sensor **FD-301** - Low Voltage Daylight Dimming Photosensor **FS-PPV2** - Fixture Sensor Power Pack	**OCGSS** - Cable Gripper Suspension Kit **OCVH** - V Hook **WG** - Wire Guard **CRM** - Continuous Row Mounting Harness **S05** - Power Cord with 5 Conductions for 0-10V Dimming Fixtures **S06** - Power Cord with 6 Conductions for 0-10V Dimming Fixtures

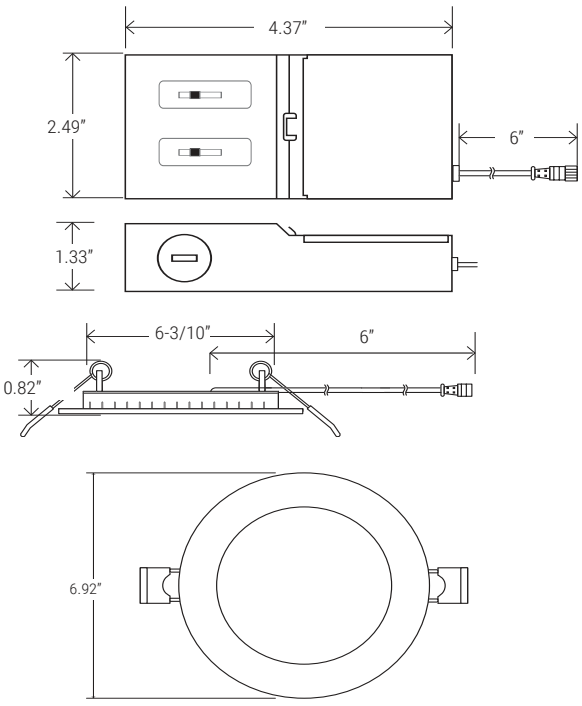
**FD-301 & FS-205 require FS-PPV2- Power Pack*

Due to the constant improvement in LED technology, all details are subject to change without notice. Consult factory for up-to-date information.

REL675

6" Round LED Slim Disk Commercial Downlight with Multi-lumen/CCT

6"



NOMINAL LUMENS	DELIVERED LUMENS	WATTAGE
750	764	7W
900	968	10W
1200	1275	13W

Based on 4000K, 90+ CRI. Actual wattage ma y vary +/- 5%

INSTALLATION

Cut hole in ceiling. Insert luminaire into opening by squeezing spring clips on both sides of luminaire. The width in ceiling needed for the driver to fit is 3".

For WET location application, MUST seal all gaps between the ceiling and fixture with weather proof silicone sealant.

FEATURES

This 6" round LED slim disk boasts an ultra-sleek, modern, and easy to install profile, perfect for limited plenum applications. A small aperture, shallow depth, and multi-lumen and multi-CCT options make this luminaire a versatile, budgetfriendly option for a variety of applications, both indoors and outdoors. Ideal for improved general lighting to recessed retrofit and new construction applications in multi-family housing, corporate, commercial, retail, and hospitality spaces. Recessed housing not required. Wet location suitable.

LUMENS	750/900/1200
CCT	27K/30K/35K/40K/50K
CRI	90+
COLOR QUALITY	3-Step MacAdam Ellipse
CONSTRUCTION	Aluminum Die-cast Body and Trim
TRIM OPTION	Round Flat Lens
TRIM COLORS	WH (White), BK (Black), BZ (Bronze), SN (Satin Nickel), CP (Copper), CH (Chrome)
DIMMING	DIMTR (Triac)
EMERGENCY	16W High Voltage Inverter (Remote)
LIFETIME	L70 at 50,000 Hours
PHOTOMETRIC TESTS	In accordance with IES LM79-08, LM80 and TM-30, TM-21

- IC-rated, air-tight, ready for direct contact with insulation.
- Can be installed in shallow plenum spaces.
- May be installed in drywall or suspended ceilings.
- Flicker-free120V forward-phase Triac dimming down to 5%.
- Canless springs hold fixture to ceiling – no housing required.
- Even illumination achieved with patent-pending optics and edge-lit LED Technology.
- Ideal where ceiling or top access is unavailable.
- Operating temperature range -15°C to 36°C.
- Recommended hole cut-out size is 4 1/4".

Job Name : PEE DEE STATE FARMERS MARKET UPGRADES
Manufacturer : ELITE LIGHTING
Model Number : REL675-750L/900L/1200L-DIMTR-120-27K/30K/35K/40K/50K-90-WH/RL-UNV-4/5/6

Type : V

REL675 6"

6" Round LED Slim Disk Commercial Downlight with Multi-lumen/CCT

SLIM TRIM

Multi-lumen and Multi-CCT Switches on Driver

EXAMPLE:
REL675-750L/900L/1200L-DIMTR-120-27K/30K/35K/40K/50K-90-WH

TYPE	LUMEN	CCT	CRI	FINISH
REL675	❑ 750L/900L/1200L-DIMTR-120	❑ 27K/30K/35K/40K/50K	❑ 90+	❑ WH - White

TRIM RINGS

RL675-RT-BK
(Black)

RL675-RT-BZ
(Bronze)

RL675-RT-CH
(Chrome)

RL675-RT-CP
(Copper)

RL675-RT-SN
(Satin Nickel)

RL675-RT-BZ

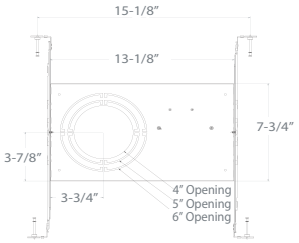
ACCESSORIES
❑ **RL675-RT-BZ**-Bronze
❑ **RL675-RT-BK**-Black
❑ **RL675-RT-CH**-Chrome
❑ **RL675-RT-CP**-Copper
❑ **RL675-RT-SN**-Satin Nickel

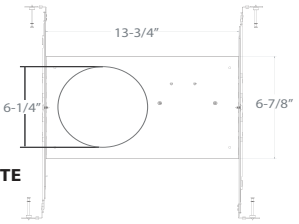
ACCESSORIES

RL-ACC-SLIM-1-10F
10-ft long extension

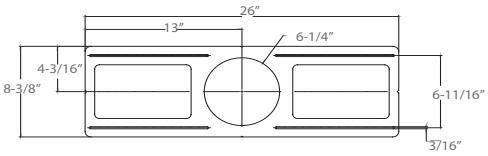
RL-ACC-SLIM-1-20F
20-ft long extension

RL-UNV-4/5/6
For use with: 4", 5", 6"
Universal mounting plate





AL-ACC-SLIM-6-F-ROUGHPLATE
For use with: 6"downlights



RL-ACC-SLIM-6-ROUGHPLATE
Rough-in plate for use with 6" downlights

RL-ACC-SLIM-1-10F

OPTIONS
❑ **RL-ACC-SLIM-1-10F** - 10ft Long Extension
❑ **RL-ACC-SLIM-1-20F** - 20ft Long Extension
❑ **RL-UNV-4/5/6** - Universal Mounting Plate for 4",5" and 6"
❑ **RL-ACC-SLIM-6-ROUGHPLATE** - 6" Mounting Plate
❑ **AL-ACC-SLIM-6-F-ROUGHPLATE** - 6" Flanged Roughplate
❑ **EMG-LED-G-16W-HV-FLEX** - 16W High Voltage Inverter (remote)

Job Name : PEE DEE STATE FARMERS MARKET UPGRADES
Manufacturer : ELITE LIGHTING
Model Number : REL675-750L/900L/1200L-DIMTR-120-27K/30K/35K/40K/50K-90-WH/RL-UNV-4/5/6

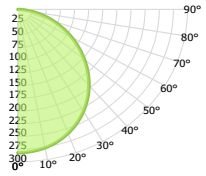
Type : V

REL675-750L-900L-1200L-DIMTR-120-27K-30K-35K-40K-50K-90-WH(750L)

TEST NO.: **EL04252461**

INPUT WATTS: **7.8** LUMENS: **764** EFFICACY: **98** BEAM ANGLE: **106** SPACING CRITERIA: **1.21**

CANDELA DISTRIBUTION



CANDELA TABLE

	0°	90°
0°	282	282
10°	277	277
20°	259	261
30°	232	235
40°	195	199
50°	153	157
60°	109	114
70°	67	72
80°	28	33
90°	0	0

LUMINANCE (cd/sq.m)

	0.00°	90.00°
0.00°	10753	10753
45.00°	9402	9614
55.00°	8720	9008
65.00°	7902	8332
75.00°	6875	7640
85.00°	4578	6657

LUMENS PER ZONE

ZONE	LUMENS
0° - 10°	28
10° - 20°	76
20° - 30°	114
30° - 40°	134
40° - 50°	136
50° - 60°	119
60° - 70°	89
70° - 80°	52
80° - 90°	15

ZONAL LUMEN SUMMARY

ZONE	UMENS	% LUMINAIRE
0° - 20°	104	14%
0° - 30°	218	29%
0° - 40°	352	46%
0° - 60°	607	79%
0° - 80°	748	98%
0° - 90°	763	100%

CONE OF LIGHT

MOUNTING HEIGHT	FC AT BEAM CENTER	BEAM DIA. 0° -180°	BEAM DIA. 90° -270°
6.0 ft	7.8 fc	16.0 ft	16.0 ft
8.0 ft	4.4 fc	21.3 ft	21.4 ft
10.0 ft	2.8 fc	26.7 ft	26.7 ft
12.0 ft	2.0 fc	32.0 ft	32.1 ft
14.0 ft	1.4 fc	37.4 ft	37.4 ft
16.0 ft	1.1 fc	42.7 ft	42.7 ft
18.0 ft	0.9 fc	48.0 ft	48.1 ft
20.0 ft	0.7 fc	53.4 ft	53.4 ft

INDOOR COEFFICIENTS OF UTILIZATION

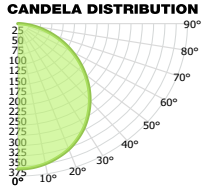
ρf							20%												0%
ρc		80%			70%				50%				30%			10%			0%
ρw	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%	
0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	102	102	102	100	
1	109	104	100	96	106	102	98	94	98	94	91	94	91	89	90	88	86	84	
2	99	91	84	78	96	89	83	77	85	80	76	82	78	74	79	75	72	70	
3	90	80	72	65	88	78	71	65	75	69	64	73	67	62	70	65	61	59	
4	83	71	62	56	81	70	61	55	67	60	54	65	59	54	63	57	53	51	
5	76	63	55	48	74	62	54	48	60	53	47	58	52	47	56	51	46	44	
6	71	57	48	42	69	56	48	42	54	47	41	53	46	41	51	45	41	39	
7	65	52	43	37	64	51	43	37	50	42	37	48	41	36	47	41	36	34	
8	61	48	39	33	59	47	39	33	45	38	33	44	38	33	43	37	32	31	
9	57	44	35	30	56	43	35	30	42	35	30	41	34	30	40	34	29	28	
10	53	40	32	27	52	40	32	27	39	32	27	38	31	27	37	31	27	25	

REL675-750L-900L-1200L-DIMTR-120-27K-30K-35K-40K-50K-90-WH(900L)

TEST NO.: **EL04252461**

INPUT WATTS: **10.0** LUMENS: **968** EFFICACY: **97** BEAM ANGLE: **106** SPACING CRITERIA: **1.21**

CANDELA DISTRIBUTION



CANDELA TABLE

	0°	90°
0°	357	357
10°	350	351
20°	329	331
30°	293	298
40°	247	253
50°	194	200
60°	138	145
70°	85	91
80°	35	42
90°	0	0

LUMINANCE (cd/sq.m)

	0.00°	90.00°
0.00°	13608	13608
45.00°	11898	12226
55.00°	11036	11445
65.00°	10039	10582
75.00°	8742	9698
85.00°	5805	8452

LUMENS PER ZONE

ZONE	LUMENS
0° - 10°	36
10° - 20°	96
20° - 30°	144
30° - 40°	170
40° - 50°	172
50° - 60°	151
60° - 70°	113
70° - 80°	66
80° - 90°	19

ZONAL LUMEN SUMMARY

ZONE	UMENS	% LUMINAIRE
0° - 20°	132	14%
0° - 30°	276	29%
0° - 40°	446	46%
0° - 60°	769	79%
0° - 80°	948	98%
0° - 90°	968	100%

CONE OF LIGHT

MOUNTING HEIGHT	FC AT BEAM CENTER	BEAM DIA. 0° -180°	BEAM DIA. 90° -270°
6.0 ft	9.9 fc	16.0 ft	16.1 ft
8.0 ft	5.6 fc	21.4 ft	21.4 ft
10.0 ft	3.6 fc	26.7 ft	26.8 ft
12.0 ft	2.5 fc	32.1 ft	32.2 ft
14.0 ft	1.8 fc	37.4 ft	37.5 ft
16.0 ft	1.4 fc	42.8 ft	42.9 ft
18.0 ft	1.1 fc	48.1 ft	48.2 ft
20.0 ft	0.9 fc	53.5 ft	53.6 ft

INDOOR COEFFICIENTS OF UTILIZATION

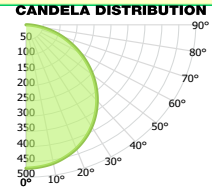
ρf							20%												0%
ρc		80%			70%				50%				30%			10%			0%
ρw	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%	
0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	102	102	102	100	
1	109	104	100	96	106	102	98	94	98	94	91	94	91	89	90	88	86	84	
2	99	91	84	78	96	89	83	77	85	80	76	82	78	74	79	75	72	70	
3	90	80	72	65	88	78	71	65	75	69	64	73	67	62	70	65	61	59	
4	83	71	62	55	81	70	61	55	67	60	54	65	59	54	63	57	53	51	
5	76	63	55	48	74	62	54	48	60	53	47	58	52	47	56	51	46	44	
6	71	57	48	42	69	56	48	42	54	47	41	53	46	41	51	45	41	39	
7	65	52	43	37	64	51	43	37	50	42	37	48	41	36	47	41	36	34	
8	61	47	39	33	59	47	39	33	45	38	33	44	38	33	43	37	32	31	
9	57	44	35	30	56	43	35	30	42	35	30	41	34	30	40	34	29	28	
10	53	40	32	27	52	40	32	27	39	32	27	38	31	27	37	31	27	25	

REL675-750L-900L-1200L-DIMTR-120-27K-30K-35K-40K-50K-90-WH(1200L)

TEST NO.: **EL04252461**

INPUT WATTS: **13.7** LUMENS: **1275** EFFICACY: **93** BEAM ANGLE: **106** SPACING CRITERIA: **1.21**

CANDELA DISTRIBUTION



CANDELA TABLE

	0°	90°
0°	471	471
10°	461	463
20°	432	436
30°	386	392
40°	325	333
50°	255	264
60°	182	191
70°	112	120
80°	46	56
90°	0	0

LUMINANCE (cd/sq.m)

	0.00°	90.00°
0.00°	17917	17917
45.00°	15642	16096
55.00°	14520	15090
65.00°	13157	13946
75.00°	11473	12789
85.00°	7605	10649

LUMENS PER ZONE

ZONE	LUMENS
0° - 10°	47
10° - 20°	127
20° - 30°	190
30° - 40°	224
40° - 50°	226
50° - 60°	199
60° - 70°	149
70° - 80°	87
80° - 90°	25

ZONAL LUMEN SUMMARY

ZONE	UMENS	% LUMINAIRE
0° - 20°	174	14%
0° - 30°	363	29%
0° - 40°	588	46%
0° - 60°	1013	79%
0° - 80°	1248	98%
0° - 90°	1274	100%

CONE OF LIGHT

MOUNTING HEIGHT	FC AT BEAM CENTER	BEAM DIA. 0° -180°	BEAM DIA. 90° -270°
6.0 ft	13.1 fc	16.1 ft	16.1 ft
8.0 ft	7.4 fc	21.4 ft	21.5 ft
10.0 ft	4.7 fc	26.8 ft	26.8 ft
12.0 ft	3.3 fc	32.1 ft	32.2 ft
14.0 ft	2.4 fc	37.5 ft	37.6 ft
16.0 ft	1.8 fc	42.8 ft	42.9 ft
18.0 ft	1.5 fc	48.2 ft	48.3 ft
20.0 ft	1.2 fc	53.5 ft	53.7 ft

INDOOR COEFFICIENTS OF UTILIZATION

ρf							20%												0%
ρc		80%			70%				50%				30%			10%			0%
ρw	70%	50%	30%	10%	70%	50%	30%	10%	50%	30%	10%	50%	30%	10%	50%	30%	10%	0%	
0	119	119	119	119	116	116	116	116	111	111	111	106	106	106	102	102	102	100	
1	109	104	100	96	106	102	98	94	98	94	91	94	91	89	90	88	86	84	
2	99	91	84	78	96	89	83	77	85	80	76	82	78	74	79	75	72	70	
3	90	80	72	65	88	78	71	65	75	69	64	73	67	62	70	65	61	59	
4	83	71	62	55	81	70	61	55	67	60	54	65	59	54	63	57	53	51	
5	76	63	55	48	74	62	54	48	60	53	47	58	52	47	56	51	46	44	
6	71	57	48	42	69	56	48	42	54	47	41	53	46	41	51	45	41	39	
7	65	52	43	37	64	51	43	37	50	42	37	48	41	36	47	41	36	34	
8	61	47	39	33	59	47	39	33	45	38	33	44	38	33	43	37	32	31	
9	57	44	35	30	56	43	35	30	42	35	30	41	34	30	40	34	29	28	
10	53	40	32	27	52	40	32	27	39	32	27	38	31	27	37	31	27	25	

BRH

MULTIVOLTAGE | OUTDOOR

Job: _____ Type: _____
Model: _____ Date: _____

BRH (INDOOR)

BRH-WP (OUTDOOR)

The **BRH** remote is available for indoor or outdoor applications. **BRH** remote is designed with high-performance chrome-plated metalized reflector and provides optimal light distribution. Fully adjustable LED heads ensure emergency lighting performance, accurate positioning and reduced maintenance. **BRH** is multivoltage (3.6V, 6V, 9.6V & 12V). Each head totals 1W. High output remote heads optional (1.5W). The operating temperature is from -22°F up to 104°F (-30°C up to 40°C).

The **BRH** indoor remote is constructed of engineering-grade, 5VA flame retardant, high-impact resistant, thermoplastic with a polycarbonate lens. Indoor remote comes standard in white.

The **BRH-WP** outdoor remote is constructed from die-cast aluminum with a tempered glass lens. **BRH-WP** is fully sealed and gasketed to protect it from the elements. Outdoor remote comes standard in grey.

ordering information

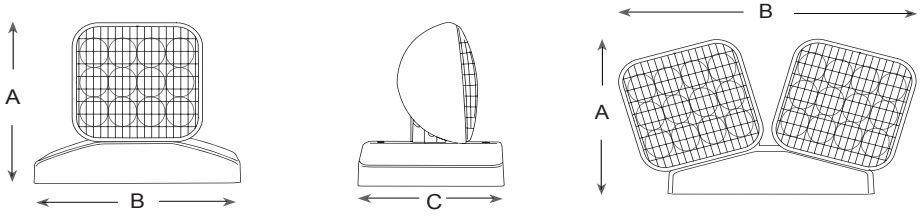
Series	Head #	Options
BRH[1]	1 (single head)	AT[2] (autotest)
BRH-WP[1]	2 (double head)	B (black housing)
		HO (high output)

NOTE 1: BRH and BRH-WP are compatible with FORMA COMBO (FRM-C), XLP-LED, & Brezza(BRZ).
NOTE 2: Remotes with autotest option are only compatible with units that also have this option.

Beghelli reserves the right to change, without notice, specifications or materials that in our opinion will not alter the function or performance of the product. Technical specifications that appear on www.beghelliusa.com supersede all other versions existing in print or electronic form.

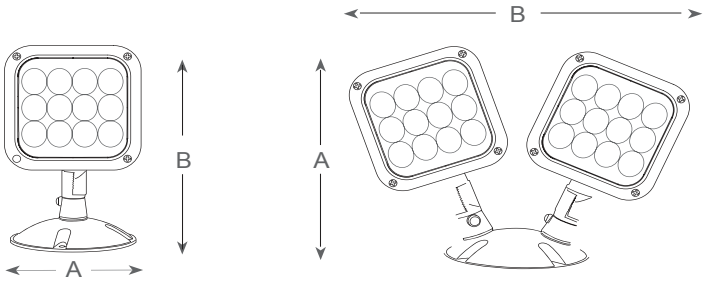
Technical

BRH | INDOOR REMOTES



BRH	A	B	C
SINGLE HEAD	4 7/8" (123.82mm)	5 7/8" (149.22mm)	4 1/2" (114.3mm)
DOUBLE HEAD	5" (127mm)	8 1/2" (215.9mm)	4 1/2" (114.3mm)

BRH-WP | OUTDOOR REMOTES



BRH-WP	A	B
SINGLE HEAD	4 1/4" (107.95mm)	6 5/8" (168.27mm)
DOUBLE HEAD	6 3/4" (171.45 mm)	10 3/8" (263.52mm)

WARRANTY

The BRH series comes with a 5-year factory warranty. Deliberate damage, misuse, improper installation effectively cancel the warranty.

Beghelli reserves the right to change, without notice, specifications or materials that in our opinion will not alter the function or performance of the product. Technical specifications that appear on www.beghelliusa.com supersede all other versions existing in print or electronic form.

EPC EVERY PROJECT LED COMBO

Model: _____
Job Name: _____
Type: _____
Date: _____

Most economical and versatile LED combo in a single SKU: red and green letters, single and double panels and universal mounting - Ideal for use on any job, big or small

A Beghelli "Every Project" Solution

specifications: internal

- Adjustable long lasting, efficient ultra bright white LED lamp heads
- 0.5W LED per lamp head (std) delivers 12' on-center spacing; HO option (2W/ head) increases spacing to 35' (7.5' MH)
- Unique all inclusive lamp, reflector and lens assembly
- Long-lasting red or green LED exit sign illumination
- Dual 120V/277V
- Unique bi-color LED indicator light alerts occupant on battery condition (Green-normal, Red-check battery)
- 3.6V long life, maintenance-free, rechargeable Ni-Cd battery
- Internal solid-state transfer switch automatically connects the he internal battery to LED board and LED lamp heads for minimum 90 minute emergency illumination
- Fully automatic solid-state, two rate charger initiates battery charging to recharge a discharged battery in 24 hours
- Remote capacity (RC) option of 1W for std output, 0.5W for HO, compatible with BRH and BRHWP remote heads

specifications: external

- Injection-molded, engineering grade, 5VA flame retardant, high-impact, thermoplastic in white (std) or black (optional) finish

universal mounting

- Quick-mount canopy included for top or end mount
- Universal knock-out pattern on back plate for wall mount

weight: 3.2lb

ordering logic

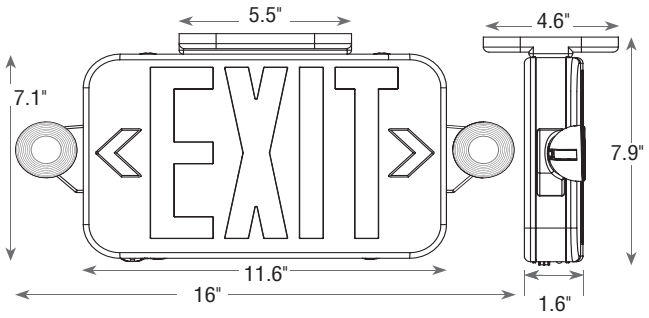
EXAMPLE: EPC

Model	Options
EPC	ATG (autotest with green letters only)
	ATR (autotest with red letters only)
	B (black housing)
	HO[1] (high output, 2W/ head)
	RC[1] (remote capacity up to 1W)

WIREGUARD ACCESSORIES
WG10DX19LX7WWHT (surface ceiling mount, white)
WG6DX16.5LX14WWHT (surface wall mount, white)

NOTE: EPC includes single & double panels, red & green letters, universal mounting in a single SKU (AT option is dedicated red or green letters only)
NOTE 1: RC and HO cannot be combined (0.5W remote capacity for HO)

dimensions



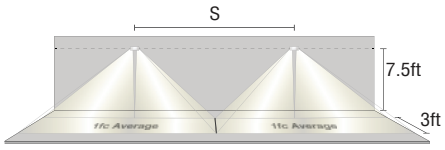
autotest option (SA operation only)

- Autotest performs monthly, bi-annual and annual testing per code
- Available only in dedicated Red or dedicated Green letter models
- Universal 120-277V

certifications & warranty

- 5 year warranty on unit, battery prorated for 5 years
- UL Listed for Damp Locations (0°C – 40°C)
- Meets UL924, NFPA 101 Life Safety Code, NEC, OSHA, Local and State Codes
- Certified to CEC Title 20

photometrics



Model	Spacing (S)
EPC	12ft
EPCHO	35ft

electrical information

Input Watts (W)			Input Amps (A)		
120V	230V	277V	120V	230V	277V
1.2	N/A	1.2	0.12	N/A	0.12

Beghelli reserves the right to change, without notice, specifications or materials that in our opinion will not alter the function or performance of the product. Technical specifications that appear on www.beghelliusa.com supersede all other versions existing in print or electronic form.

BBX

REMOTE CAPABLE | INDOOR | DAMP | TITLE 20 | UL CERTIFIED

Project: _____ Type: _____

Model: _____ Date: _____

about

The **BBX** is a powerful, environmentally-friendly emergency lighting solution that utilizes LiFePO4 (LFP) batteries. Its high-powered LED lamp heads deliver industry-leading **125'** path of egress spacing. The **BBX** is the perfect solution for factories, warehouses, universities, airports, malls and any large area or an egress paths with a lengthy corridor.

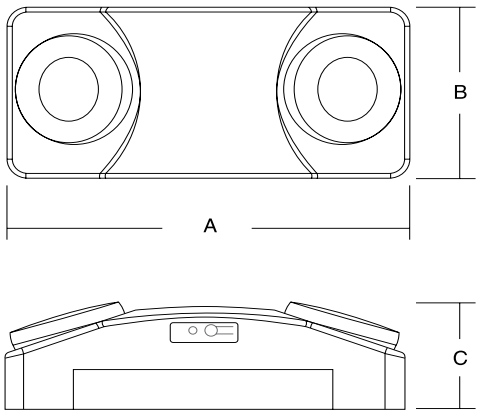
internal

The **BBX** emergency lighting unit is one of very few units that consumes a trickle amount of power once charged. When multiplied by the total amount of units installed on site, this equates to a substantial savings over the years in service. The unit is configured with a wide input voltage range of 120 to 277VAC @ 50/60 Hz. The low power consumption of the BBX is California Energy Commission (CEC - T20) compliant. The optional remote capable unit has a 9V/5.4W output and can power up to three BR or five BRW remote heads for a minimum of 90 minutes of emergency illumination. The fixture has an operating temperature of 10°C to 40°C (50°F to 104°F)

external

The **BBX** is constructed from high-impact, UV stabilized, UL 5VA flame-resistant, thermoplastic that protects against corrosion, denting, peeling and scratching. No tools are required to access this unit, allowing for easy maintenance. Two fully adjustable 2.7W LED lamp heads (600 lumens total) come with the **BBX** while two 5.4W LED lamp heads (1300 lumens total) come with the **BBX HO**.

dimensions



Series	A	B	C
BBX	12.1"	5.5"	3.8"
	307 mm	140 mm	96.5 mm

ordering logic

EXAMPLE: BBX SE HO AT

Series	Operation	Output	Finish	Options
BBX	SE (EM Only)	Blank[1] (Standard)	BLK (Black)	AT[3] (Autotest)
		HO[2] (High Output)	WHT (White)	R[3,4] (Remote Capable)

NOTE 1: Comes with (2) 2.7W LED Lamps (600 lm)
NOTE 2: Comes with (2) 5.4W LED Lamps (1300 lm)
NOTE 3: AT & R not available together
NOTE 4: Not available with BBX-SE-HO Series

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Technical

electrical

BATTERY: The **BBX** utilizes a maintenance-free, environmentally friendly LiFePO4 (Lithium Phosphate) battery, known for using only a minuscule amount of power once charged. LiFePO4 batteries are one of the safest battery technologies available due to their thermal and chemical stability. The cells' chemistry allows for environmentally friendly disposal, thus making it one of the "greenest" power sources on the market. This unit provides best-in-class performance with its high-power density and extremely low discharge rate. A fully charged pack disconnects from the charging circuit, no longer drawing power. When multiplied by the number of units on site, this is a massive savings over the service life of the fixtures. Recharge time is 24 hours.

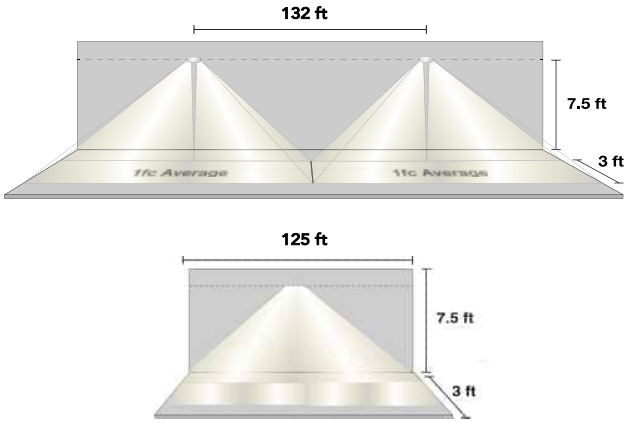
CIRCUIT: The **BBX** has a wide input voltage range of 120 to 277VAC @ 50/60Hz. A solid-state switching transistor eliminates damaged contacts or mechanical failures associated with relays. The switching circuit is designed to detect a loss of AC power and will automatically energize the lamps. Once the AC voltage is restored, the emergency lamps will turn off and the charging circuit will automatically recharge the battery.

installation

A universal J-box mounting pattern and rear keyhole slots are provided to surface mount unit to ceiling or wall.

photometrics

Model	Mount Height	On-Center Spacing 1 Fixture	On-Center Spacing Multiple Fixtures	Path of Egress
BBX	7.5 ft	80 ft	84 ft	3 ft
BBX	7.5 ft	66 ft	72 ft	6 ft
BBX HO	7.5 ft	125 ft	132 ft	3 ft
BBX HO	7.5 ft	116 ft	122 ft	6 ft



BBX HO Example

Disclosure:
Spacing is measured in lab conditions with an assumed open space, no obstructions and reflection rates of 80 (ceiling)/50 (walls)/20 (floor). Actual spacing may vary depending on what environment the fixture is installed in.

autotest

The **BBX** has the option for the Beghelli Autotest diagnostic system. Autotest features continuous monitoring of the unit's main components (battery, charger, solid-state transformer, & LEDs) and provides instant visual verification of the status.

SYSTEM FEATURES:
- Monitors battery disconnection, charger failure, LED failure and transformer fault every 5 seconds without discharging the battery.
- Automatically indicates LED, battery and charger status by flashing the red indicator LED in a prescribed sequence. Refer to Autotest instruction manual.
- Factory preset Autotest does not need to be field adjusted or reset for proper operation.

AUTOTEST FUNCTIONS:
- Three (3) minute Autotest once a month.
- Ninety (90) minute Autotest every twelve (12) months.

Refer to Autotest instruction manual for detailed operation of the Autotest function.

warranty

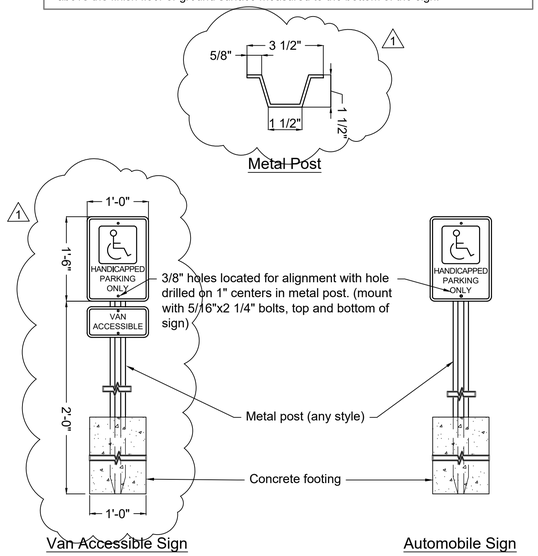
The **BBX** comes with a 3-year factory warranty. Battery is prorated for five years. Deliberate damage, misuse, improper installation effectively cancel the warranty. Find complete warranty details online at beghelliusa.com.

Beghelli reserves the right to change, without notice, specifications or materials that in our opinion will not alter the function or performance of the product. Technical specifications that appear on www.beghelliusa.com supersede all other versions existing in print or electronic form.

GENERAL PROJECT DETAILS

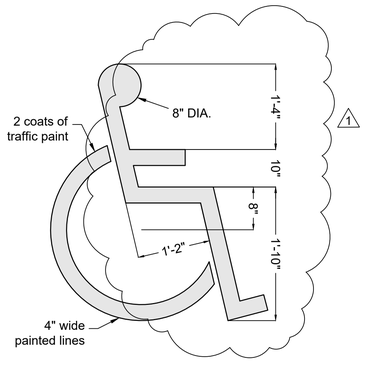
HANDICAP SIGN DETAIL (NOT TO SCALE)

502.6 identification. Parking space identification signs shall include the international symbol of accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "VAN ACCESSIBLE." signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

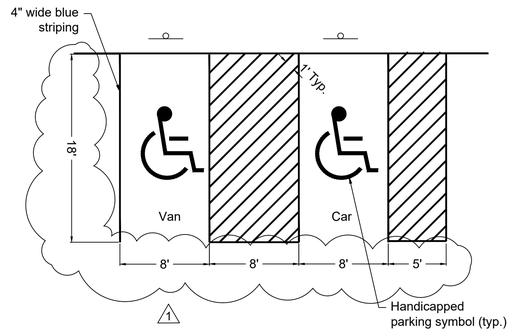


Notes:
1. Metal post to be galvanized. All bolts, nuts, washers and screws must be rustproof. (post may be any style.)
2. Concrete for footing shall be of portland cement and have a minimum compressive strength of 3,000 P.S.I.
3. Signs will be fabricated by using a reflecting coating in the symbol, message and borders applied to a sheet aluminum backing (0.80) in thickness.
4. Message lettering shall be upper case (white, series b) 2" high in accordance with manual on uniform traffic control devices.
5. The symbol is composed of two elements; a white wheelchair figure (which should always face right) on a square background, international blue in color (Fed. Std. 595A, color #15180).
6. Sign post shall be minimum of 2'-0" clear from back of sidewalk, except where otherwise shown. See plans for location of signs.

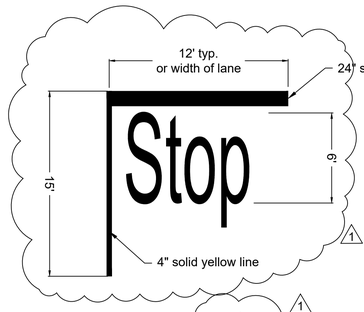
ADA PARKING SYMBOL DETAIL (NOT TO SCALE)



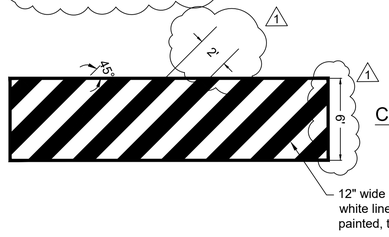
HANDICAP PARKING DETAIL (NOT TO SCALE)



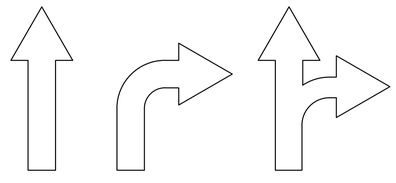
PAVEMENT MARKING DETAIL (NOT TO SCALE)



Typical Stop Line Detail
Not to Scale

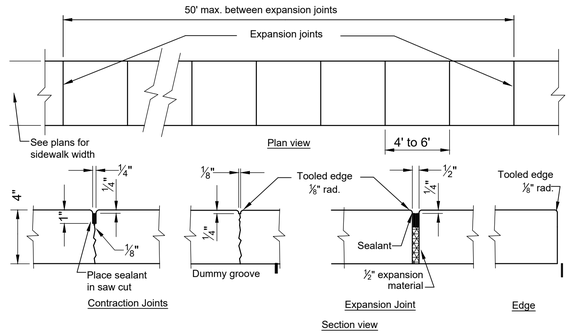


Crosswalk Marking
Not to Scale

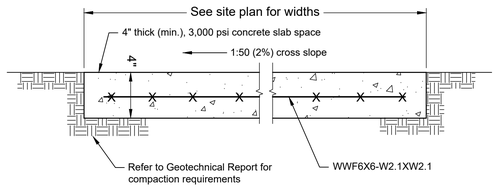


Typical Pavement Directional Arrows
Not to Scale

SIDEWALK DETAIL (NOT TO SCALE)



CONCRETE SIDEWALK DETAIL (NOT TO SCALE)



Notes:
1. The cross slope of sidewalk shall not exceed 2%.
2. The longitudinal slope of sidewalk shall not exceed 5%.

REFERENCES

1. TOPOGRAPHIC SURVEY FURNISHED BY ERVIN ENGINEERING COMPANY, INC DATED MARCH 15, 2023.
2. FLORENCE COUNTY - TMS: 00120-01-005

CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
SOUTH CAROLINA NATIONAL CERTIFICATE OF AUTHORIZATION
CHAO & ASSOCIATES No. C00357

Chao & Associates, Inc.
Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com

REGISTERED SOUTH CAROLINA PROFESSIONAL ENGINEER
No. 21629
CHAO & ASSOCIATES, P.A.
01-08-2026

Revisions		
1	Reprinted sheet to include missing text	5-4-2026

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
GRIMBALL COTTERILL & ASSOCIATES No.049

Pee Dee State Farmers Market - Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501
PROJECT: P16-9526-CB

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

GENERAL PROJECT DETAILS

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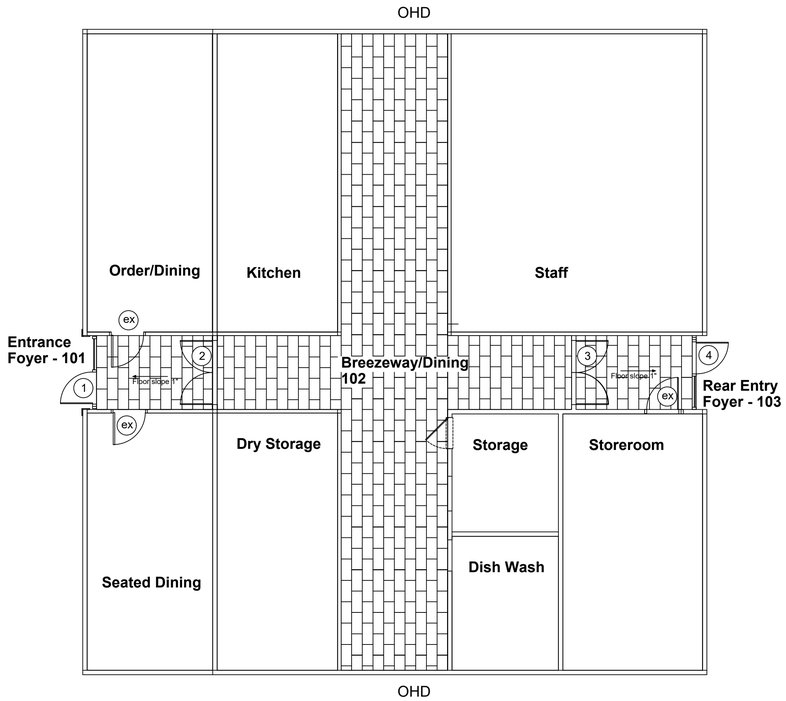
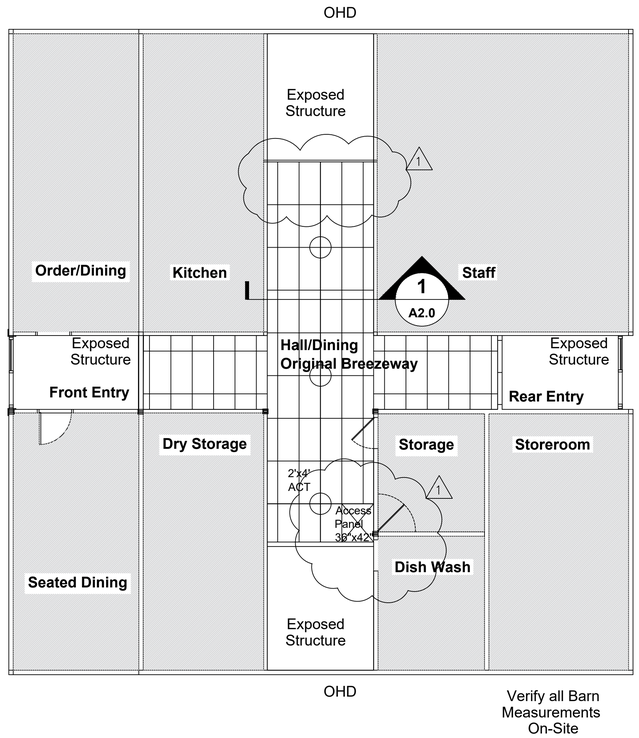
Drawn by: EYC
Checked by: GAL
Date: 1.08.2026
Drawing No. C3.1

May 05, 2026 — 4:48pm P:\JOBS\587973B-25 Pee Dee State Farmers Market Ph 2 (GAL)\DWG\C\587973B.dwg



1 a1.0 Red Barn Flooring and Notes

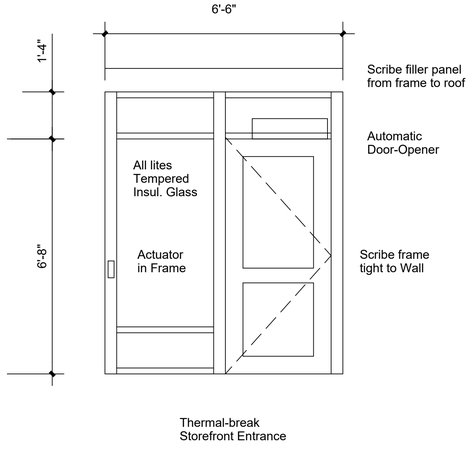
Scale: 1/4" = 1' - 0"



Verify all Barn Measurements On-Site

2 a1.0 Red Barn Reflected Ceiling and Notes

Scale: 1/4" = 1' - 0"



Thermal-break
Storefront Entrance

3 a1.0 New Storefront and Notes

Scale: 1/2" = 1' - 0"

Finish Schedule - Red Barn

RM. #	Room Name	Floor	Base	Wall Material & Finish (Plan North)				Ceiling Mat'l	Height	Remarks
				North	East	South	West			
101	Entrance Foyer	Tile - Replace Level substrate	10" Wood Paint	Clean wood siding	Clean door to 102	Clean wood siding	New storefront	Exposed structure	varies	Replace floor tile with new VCT Level substrate, Retain slope
102	Breezeway/Dining	Tile - Replace Level subfloor	10" Wood Paint	Existing OHD and Wood Barn Siding	Wood Barn Siding Clean	Existing OHD and Wood Barn Siding	Wood Barn Siding Clean	Install new ACT #1	8'-0"/16'-6"	Replace floor tile with new VCT Level substrate, install new tile
103	Rear Entry	Tile - replace Level subfloor	10" Wood Paint	Wood Barn Siding	Wood Barn Siding Clean	Existing OHD and Wood Barn Siding	Wood Barn Siding Clean	Exposed structure	varies	Replace floor tile with new VCT Level substrate, Retain slope

Door Schedule - Red Barn

DR. #	Location	Door	Frame	Hardware				Size	Remarks/Notes
				Sill	Head	Jamb	Other		
1	Entrance Foyer	Storefront/Entry New HC w/auto	Storefront Thermal break	H/C Threshold --	Storefront Thermal Break	Storefront Thermal break	Infill above Head Scribe to walls	6'-8" x 3'-0" x 2" + Sidelite	H/C Threshold Thermal break aluminum storefront Provide automatic opener w/actuator in frame
2	Breezeway	Existing Clean / service	Existing Paint	Flush	Existing Clean	Existing Clean	Existing Clean	Existing --	Flush Threshold ---
3	Breezeway	Existing Clean/Service	Existing Paint	Flush Cean	Existing Clean	Existing Clean	Existing Clean	Existing ---	FlushThreshold ---
4	Rear Entry	Storefront/Entry New	Storefront Thermal break	H/C Threshold --	Storefront Thermal Break	Storefront Thermal break	Infill above Head Scribe to walls	6'-8" x 3'-0" x 2" + Sidelite	H/C Threshold Thermal break aluminum storefront

4 a1.0 Finish & Door Schedules

Scale: 1/4" = 1' - 0"

2023 Edition

TABLE 3E CODE INFORMATION FOR ADDITIONS, ALTERATIONS, OR CHANGE OF OCCUPANCY TO AN EXISTING STRUCTURE

TYPE OF PROJECT:
☒ Alteration (IEBC Chaps. 7, 8 & 9) ☐ Addition (IEBC Chap. 11) ☐ Change of Occupancy (IEBC Chap. 10)

METHOD OF COMPLIANCE:
(Check only one Option and all items that apply under that Option.)

☐ **Option 1: Prescriptive Compliance Method (IEBC Chapter 5)**
☒ **Option 2: Work Area Compliance Method (IEBC Chaps. 6-12)**
- ☒ Alteration Level 1, minor including reroofing (IEBC Chap. 7)
- ☐ Alteration Level 2, reconfigurations of space (IEBC Chap. 8)
- ☐ Alteration Level 3, work area exceeds 50% (IEBC Chap. 9)

Aggregate area of building: 3,517 SF
Work area: 896 SF

☐ **Option 3: Performance Compliance Method (IEBC Chap. 13)**

CONSTRUCTION CLASSIFICATION (IBC 602) Type: A-2 Assembly

Change of Occupancy:	☐ Yes	☒ No
Existing Occupancy Classification(s):		
New Occupancy Classification(s):		
Original Building Code and Edition Applicable at time of Construction: Pre-code		
Provisions for Accessibility Required (IEBC 306)?	☒ Yes	☐ No
Existing Sprinkler System?	☐ Yes	☒ No
Existing Fire Alarm System?	☒ Manual	☐ Auto
Seismic Evaluation Required?	☐ Yes	☒ No
Major Facility Project? (See §48-52-810(10)(a))	☐ Yes	☒ No
Historic Building (IEBC Chapter 12):	☐ Yes	☒ No

☐ Preservation ☐ Rehabilitation ☐ Restoration ☐ Reconstruction

STATE OF SOUTH CAROLINA
DEBORAH A. SNOW
COLUMBIA, SC
25811
DAS

Deborah A. Snow, Architect
2210 Devine Street
Columbia, South Carolina 29205
803.603.3854
dasnow@msarch.net

Date	Revisions
5.10.2026	1 – Ceiling revisions, loft access

GRIMBALL & ASSOCIATES
COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FflorENCE, SC 29501 PROJECT: P16-9526-CB
RED BARN RENOVATIONS– PLANS

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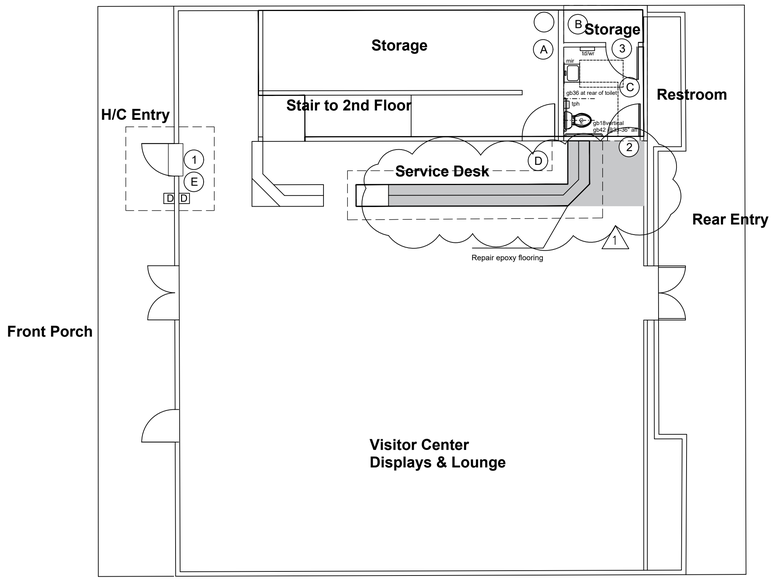
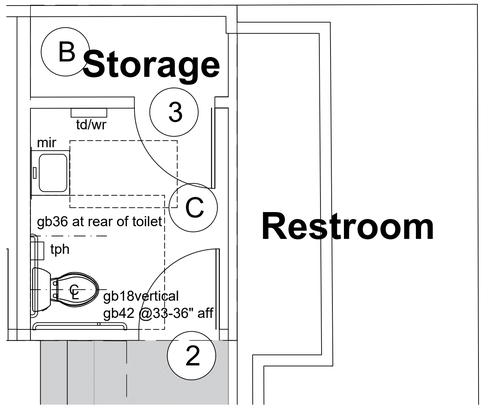
Drawn by: DAS
Checked by: DAS/LG
Date: 1.08.2026
Drawing No.
A1.0

May 11, 2026 – 5:27pm C:\Users\Deb\DAS-Jobs\DAS-Architect\PDSFM – 2025\Red Barn 05.04.26.Add.1.dwg





1 A1.1 Visitor Center Renovation Plan and Notes

Scale: 1/4" = 1' - 0"

(A) **At Existing Storage Area**
Inspect all GWB walls, Patch holes
Paint walls & ceiling
Examine walls, ceiling, floor for pest infestation.
Install 6" vinyl base on GWB walls make tight to wall.
Match existing wood base on wood panel walls.
All walls to be patched-may require HWH and electronic equip to be moved during patching
Finish any incomplete walls and door casings.

(B) **Storage at Restroom**
Finish walls in new Storage Area
Patch walls to deter pest/animal intrusion
Install 6" vinyl base
Complete stud and GWB wall
Install new 3'-0" x 6'-8" door and frame (match casings)
Provide storage lockset hardware at door.

(C) **At Restroom**
Renovate to approximate accessibility
Remove toilet and lavatory/cabinet
Patch walls behind fixtures
Provide new "comfort height" toilet, seat and fittings
Inspect and patch all walls
Install grab bars at toilet (rear, side, vertical)
Install new vinyl flooring and 6" vinyl base
Install new toilet accessories
Provide new lighting and exhaust unit

(D) **At Service Desk**
Shift counter and casework by 12" towards front entry to provide more clearance at restroom door for ADA clearance
Remove the same amount of the low-height cabinetry at end cap.
Match epoxy floor where cabinetry is shifted (hatch).

(E) **Accessible Entrance**
Remove threshold and replace with new accessible threshold coordinated for automatic entry
Install automatic door opener
Door actuator on interior and exterior of wall, latch side
Replace hardware for automatic door opener

Finish Schedule - Visitor Center

RM. #	Room Name	Floor	Base	Wall Material & Finish (Plan North)				Ceiling Mat'l	Height	Remarks/Notes
				North	East	South	West			
101	ADA Entrance	No change	No change	No change	No change	No change	No change			Verify adjustable threshold provides smooth floor surface transisition.
102	Service Desk	No change	No change	GWB Existing	Exposed Wood Interior	Exposed Wood Interior	Exposed Wood Interior		8'-0"	Patch flooring if necessary whwere carework is shifted. Repair/repaint wall where casework is shifted.
103	Existing Storage	Floor Tile Clean	Stained wood & 6" vinyl	GWB PAINT	GWB PAINT	GWB PAINT	GWB PAINT	GWB	8'-0"	For Floor and all walls, close holes, cracks, crevices that may allow insects, pests or vermin into the building. Secure all surfaces.
104	ADA Restroom	LVT Replace	6" Vinyl	FRP	FRP	FRP	FRP	No change	8'-0"	Match existing LVT in restroom FRP texture selected by Owner. Provide all trims.
105	Restroom Storage	LVT Replace	6" Vinyl	GWB PAINT	GWB PAINT	GWB PAINT	GWB PAINT	GWB	8'-0"	Construct new stud wall and provide SCW door to enclose storage. Provide storeroom lockset.

Door Schedule - Visitor Center

DR. #	Location	Door	Frame	Hardware				Size	Remarks/Notes
				Sill	Head	Jamb	Other		
1	ADA Entrance	Refit Wood Door For Auto Opener	Existing wood Thermal break	Add Automatic Door Threshold	Adjust for Auto Opening	Existing Adjust	Adjust for new Auto door opener	6'-8" x 3'-0" x 1.75"	Provide saddle threshold to meet ADA requirements Provide Stanley Automatic Swing Door Opener/Change out hardware, BB hinges Push button actuators each side of door
2	Restroom	Existing Clean / Service	Existing Paint	Flush Level for ADA Access	Existing Clean & Paint	Existing Clean and Paint		Existing 6'-8" x 3'-0" x 1.375"	Flush threshold ---
3	Restroom Storage	New SCW Paint	Wood Paint	Flush level	Wood Trim Paint	Wood jamb Match head		6'-8" x 3'-0" x 1.375" ---	Provide storeroom hardware for new door. ---

2023 Edition

TABLE 3E CODE INFORMATION FOR ADDITIONS, ALTERATIONS, OR CHANGE OF OCCUPANCY TO AN EXISTING STRUCTURE

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METHOD OF COMPLIANCE:
(Check only one Option and all items that apply under that Option.)

☐ **Option 1: Prescriptive Compliance Method (IEBC Chapter 5)**

☒ **Option 2: Work Area Compliance Method (IEBC Chaps. 6-12)**
- ☒ Alteration Level 1, minor including reroofing (IEBC Chap. 7)
- ☐ Alteration Level 2, reconfigurations of space (IEBC Chap. 8)
- ☐ Alteration Level 3, work area exceeds 50% (IEBC Chap. 9)

Aggregate area of building: 2,405 SF
Work area: 408 SF

☐ **Option 3: Performance Compliance Method (IEBC Chap. 13)**

CONSTRUCTION CLASSIFICATION (IBC 602) Type: B - Business

Change of Occupancy:	☐ Yes	☒ No
Existing Occupancy Classification(s):		
New Occupancy Classification(s):		
Original Building Code and Edition Applicable at time of Construction: 1990?		
Provisions for Accessibility Required (IEBC 306)?	☒ Yes	☐ No
Existing Sprinkler System?	☐ Yes	☒ No
Existing Fire Alarm System?	☒ Manual	☐ Auto
Seismic Evaluation Required?	☐ Yes	☒ No
Major Facility Project? (See §48-52-810(10)(a))	☐ Yes	☒ No
Historic Building (IEBC Chapter 12):	☐ Yes	☒ No

☐ Preservation ☐ Rehabilitation ☐ Restoration ☐ Reconstruction

STATE OF SOUTH CAROLINA
DEBORAH A. SNOW
COLUMBIA, SC
2581
DASnow

Deborah A. Snow, Architect
2210 Devine Street
Columbia, South Carolina 29205
803.603.3854
dasnow@msarch.net

Date	Revisions
5.10.2026	1 - Additional Service desk instructions

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501
VISITOR CENTER RENOVATIONS Project # P16-9526-CB

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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Checked by:
Date: 1.08.2026
Drawing No. A1.1

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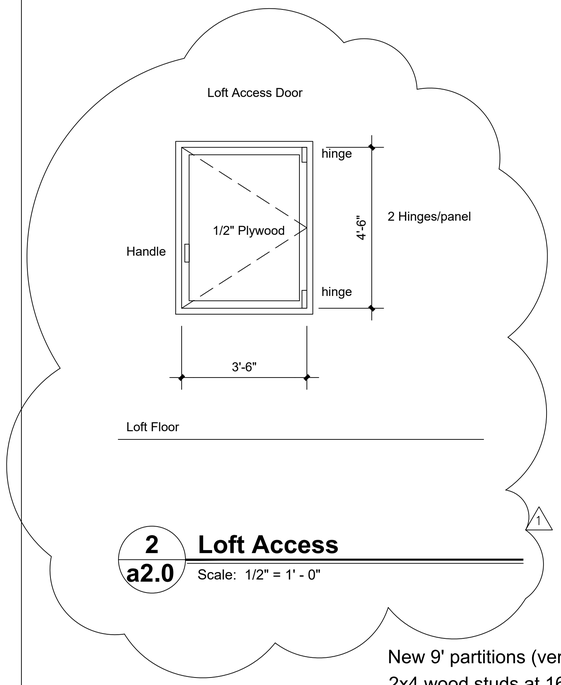
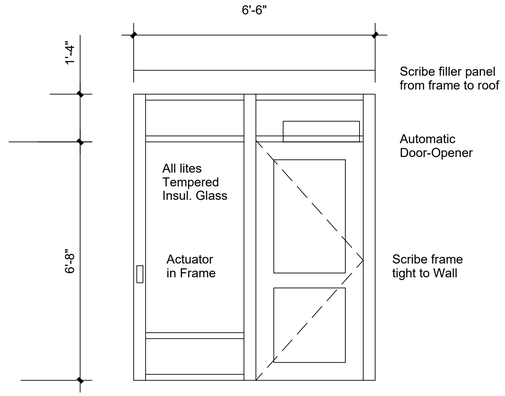


2 a2.0 Loft Access

Scale: 1/2" = 1' - 0"



3 a2.0 New Storefront and Notes

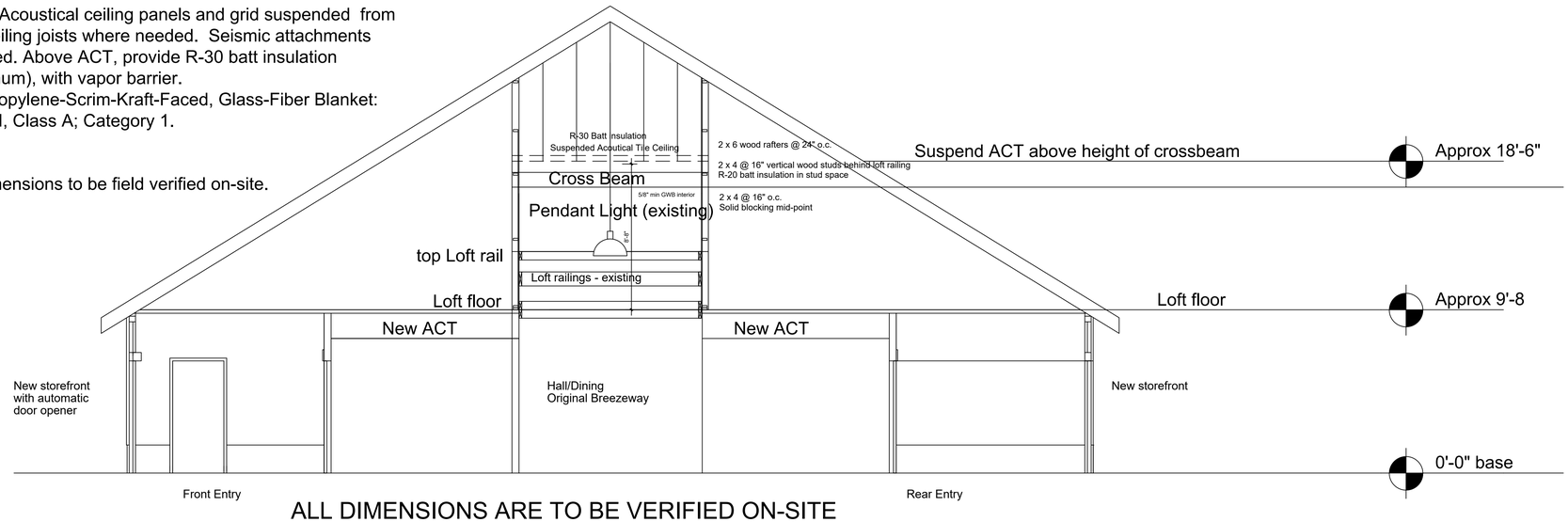
Scale: 1/2" = 1' - 0"

New 9' partitions (verify on-site) in attic behind loft railings. 2x4 wood studs at 16" o.c. Provide vapor barrier, $\frac{5}{8}$" GWB, R20 insulation at partition. Scribe GWB membrane to obstructions.

Provide ceiling joists above A.C.T. for attachment.

Install Acoustical ceiling panels and grid suspended from 2x6 ceiling joists where needed. Seismic attachments required. Above ACT, provide R-30 batt insulation (minimum), with vapor barrier. Polypropylene-Scrim-Kraft-Faced, Glass-Fiber Blanket: Type II, Class A; Category 1.

All dimensions to be field verified on-site.



ALL DIMENSIONS ARE TO BE VERIFIED ON-SITE

1 a2.0 Section and Notes

Scale: 1/4" = 1' - 0"

Deborah A. Snow, Architect
2210 Devine Street
Columbia, South Carolina 29205
803.603.3854
dasnow@msarch.net

Date	Revisions
5.10.2026	1 1 –Loft Access

Pee Dee State Farmers Market – Upgrades & Improvements
2513 W. LUCAS ST. FLORENCE, SC 29501 PROJECT: P16-9526-CB
RED BARN RENOVATIONS – SECTION & DETAILS

GRIMBALL & ASSOCIATES COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS
6000 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

This drawing and the design thereon is the property of Grimball-Cotterill & Associates. The reproduction, copying or use of this drawing without consent is prohibited and any violation will be subject to legal action.

Drawn by:	DAS
Checked by:	
Date:	1.08.2026
Drawing No.	A2.0

May 11, 2026 – 5:35pm C:\Users\Deb\DAS-Jobs\DAS-Architect\PDSFM – 2025\Red Barn 05.04.26.Add.1.dwg

Exhibit F

White, John

From: Nicole Litteral <nicole.litteral@fbiconstruction.com>
Sent: Monday, May 18, 2026 4:24 PM
To: Laurel Gibson
Subject: RE: PDSFM - Paving and Facilities Upgrade - Addendum #2 - FINAL

We have received the addendum.

Best,

Nicole Litteral

FBI CONSTRUCTION

843-665-0408 (office) **843-665-7715** (fax)

Corporate Office - PO Box 4507, Florence, SC 29502 | 2240 N Douglas St, Florence, SC 29501
Coastal Office - 490 Allied Drive, Conway, SC 29526
www.fbiconstruction.com

From: Laurel Gibson <lgibson@msarch.net>
Sent: Monday, May 18, 2026 4:19 PM
To: Raymond Tennant <rtennant@jfcontractors.com>; jmcelveen@jfcontractors.com; Josh Fuller <josh@satchelconstruction.com>; bstrange@naccdb.com; mwilliamson@naccdb.com; Jody Kelley <jkelley@deltabuildingsystemsinc.com>; Al Bescher <abescher@crjackson.com>; Matt Cramer <mcramer@crjackson.com>; Thomas Oswald <toswald@crjackson.com>; Kerine Borrillo <kerine@eadiesdivad.com>; Sam Evans <evanspavement@gmail.com>; hopkinsbuilders1@aol.com; Kyle Gunter <kylegunter@fbiconstruction.com>; Nicole Litteral <nicole.litteral@fbiconstruction.com>; Curtis Lloyd <clloyd@earthkonllc.com>; Roger Cox <rcox@earthkonllc.com>; Ricky Craps <rcraps@bowman.com>; Ryan Cahill <ryan.cahill@constructconnect.com>; Thessa Narido <thessa.narido@constructconnect.com>; Sarah Torres <sarah.torres@constructconnect.com>; Jessica Thomas <jessica.thomas@constructconnect.com>; rosemarie.cadayday@cmdgroup.com; Deborah Baran (Dodge Data & Analytics) <deborah.baran@construction.com>; Anne Abad <anne.abad@construction.com>; brenda.cusack@construction.com; Erin McVeigh <erin.mcveigh@construction.com>; jo.hanson@construction.com; Dodge_Quality <dodge_quality@construction.com>; Mark Reymund Concha <mark.concha@construction.com>
Cc: James Boutchyard <jboutchyard@scda.sc.gov>; Wood, Aaron <awood@scda.sc.gov>; Sager, Bob <bsager@scda.sc.gov>; Burdett, Clint <cburdett@mmo.sc.gov>; Mark Cotterill <mark@grimballcotterill.com>; Betsy Kaemmerlen <betsy@grimball-cotterill.com>; Gerald Lee <GeraldL@chaoinc.com>; Deb Snow <dasnow@msarch.net>; Chad Wadford <cwadford@gwainc.net>; GWA, Inc. <gwa@gwainc.net>; Phil Claytor <philclaytor@mecainc.com>; Gene Wilson <genewilson@mecainc.com>; Mike Bouknight <mike@mecainc.com>; meca@mecainc.com
Subject: PDSFM - Paving and Facilities Upgrade - Addendum #2 - FINAL

PLEASE ACKNOWLEDGE RECEIPT OF THIS EMAIL directly back to lgibson@msarch.net only. Thanks.

Please DO NOT "Reply All".

To All.

Addendum #2, dated May 18, 2026, is attached here for you and has been uploaded to the Dropbox site. Also attached here is a separate file entitled "Pre-Bid Attendees + Plan Holders 051826.pdf" for your information on all of the Attendees at the Pre-Construction Conference and the Plan Holders of Record; this has also been uploaded to the Dropbox site.

A reminder that a file folder has also been added to the Dropbox site with 20 representative photographs of the existing conditions in the Red Barn Loft area. The folder contains a Legend for locations and the photographs are consecutively numbered to match.

Good Luck to everyone with your Bids due Tuesday, May 26, 2026 at 2:00pm. A map to the Bid Opening location is included in Addendum #2.

Thank you for your interest in our project.
Laurel Gibson, CIT
for T. Mark Cotterill, ASLA
Grimball Cotterill Landscape Architects
600 Beltline Boulevard
Columbia, SC 29205
Mobile: 803-603-6987

Exhibit G

Bid Tabulation Form

Project Name: PDSFM - Paving and Facilities Upgrades
Project Location: 2531 W. Lucas Street, (Hwy 52), Florence, SC 29501
Owner: SC Department of Agriculture
State Project No.: P16-9526-CB

Bid Date: May 26, 2026
Bid Time: 2:00pm

Bids Opened at Jennings Building, 350 Ballard Court, West Columbia, SC 29172

Contractor	C.R. Jackson, Inc.	Delta Building Systems	Eadies Diva D Enterprises, LLC	Evans Pavement Services, Inc.	FBi Construction	Hopkins Builders, LLC	JF Contractors, LLC
5% Bid Bond: AIA-310, Cashier's Chk or Elec					A310		A310
Addenda Acknowledged	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 X Both
GC License No.:					G10270		G108684
Base Bid:					738,711.		878,500.
Asphalt Subcontractor					Evans Pavement G115528		Chipley-97504
ALTERNATES							
Alternate #1					31,977.		24,600.
Alternate #2					33,735.		28,260
					804,423.		931,360.

Contractor	North American Construction Co., Inc.	Satchel Construction	LA Smith Company / EarthKon, LLC				
5% Bid Bond: AIA-310, Cashier's Chk or Elec							
Addenda Acknowledged	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both	□1 □2 □ Both
GC License No.:							
Base Bid:							
Asphalt Subcontractor							
ALTERNATES							
Alternate #1							
Alternate #2							

NOTE: Unit Pricing was not required for the Bid Tab for this Project.

Opened by: James Boutchyard

Posting:
SC Department of Agriculture
Hampton Building, 5th Floor Entrance, Columbia, SC 29201
By close of business Thursday, May 26, 2026

This document is a record of Bids received for this project.

Read by:

Witnessed by:

Exhibit H

2023 Edition

SE-330
LUMP SUM BID FORM

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

BID SUBMITTED BY: FBi Construction Inc.
(Bidder's Name)

BID SUBMITTED TO: SC Department of Agriculture
(Agency's Name)

FOR: PROJECT NAME: PDSFM - Paving and Facilities Upgrades

PROJECT NUMBER: P16-9526-CB

OFFER

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

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

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

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

ADDENDA: ☒ #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5

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

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

§ 6.1 BASE BID WORK ***(as indicated in the Bidding Documents and generally described as follows)***: 1.) Resurfacing of existing asphalt driveway/parking, Repairs to existing asphalt driveway/parking, Installation of new asphalt driveway/parking, and new concrete sidewalk / 2 Alternates; 2.) Red Barn - Interior upfits for ADA entrances, Breezeway flooring and ACT ceiling enclosure; 3.) Pee Dee Visitors' Center - Interior upfits for ADA entrance, ADA restroom and storage room/electrical, including MPE.

$ 738,711, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330
LUMP SUM BID FORM

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

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

ALTERNATE # 1 *(Brief Description)*: Resurfacing Entry Drive section beyond Visitors' Center to intersection for Exit Drive.

☑ **ADD TO** or ☐ **DEDUCT FROM BASE BID:** $ 31,997

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

ALTERNATE # 2 *(Brief Description)*: Resurfacing "H-shaped" Drive/Parking and installing one (1) new Parking area at the Red Barn

☑ **ADD TO** or ☐ **DEDUCT FROM BASE BID:** $ 33,735

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

ALTERNATE # 3 *(Brief Description)*: N/A

☐ **ADD TO** or ☐ **DEDUCT FROM BASE BID:** $

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

§ 6.3 UNIT PRICES:

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

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

SE-330
LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED

(See Instructions on page BF-2A)

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

(A) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION per SCLLR *(Completed by Agency)*	(B) NAME of SUBCONTRACTOR and/or PRIME CONTRACTOR *(Completed by Bidder)*	(C) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER *(Completed by Bidder)*
BASE BID		
Asphalt Paving - AP	Evans Pavement Services Inc.	CLG115528
ALTERNATE #1		
Asphalt Paving - AP	Evans Pavement Services Inc.	CLG115528
ALTERNATE #2		
Asphalt Paving - AP	Evans Pavement Services Inc.	CLG115528
ALTERNATE #3		
	N/A	N/A

SE-330
LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or prime) Bidder will use to perform this work.
   a. **Column A**: The Agency enters the appropriate SCLLR abbreviation to identify the subcontractor license classification / subclassification for which the Bidder is required to list either a subcontractor or itself as the entity that will perform the work. Abbreviations of licenses can be found at:

      https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf. If the Agnecy has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.

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

SE-330
LUMP SUM BID FORM

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

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within **120** Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of $**300.00** for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

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

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

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

SE-330
LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): G10270

Classification(s) & Limits: BD5, CP5, WL5

Subclassification(s) & Limits:

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

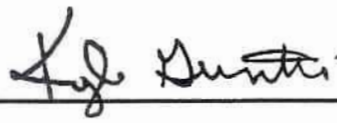
BIDDER'S LEGAL NAME: FBi Construction Inc.

ADDRESS: 2240 N Douglas Street

Florence, SC 29501

TELEPHONE: 843-665-0408

EMAIL: fbi.florence@fbiconstruction.com

SIGNATURE:  **DATE:** 5/26/26

PRINT NAME: Kyle Gunter

TITLE: President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
FBi Construction, Inc.
2240 N. Douglas Street
Florence, SC 29501

SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices
Same As Above

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

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

OWNER:
(Name, legal status and address)
SC Department of Agriculture
1200 Senate Street, Wade Hampton Building, 5th Floor
Columbia, SC 29201

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
PDSFM - Paving and Facilities Upgrades - Project #P16-9526-CB
2513 W. Lucas Street (SC Hwy 52), Florence, SC 29501

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

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

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

Signed and sealed this 26th day of May, 2026.

(Witness)

FBi Construction, Inc.
(Principal) *(Seal)*

By: _____
(Title) Kyle Gunter President

(Witness) Kyle Drum

Westfield Insurance Company
(Surety) *(Seal)*

By: _____
(Title) Elizabeth D. Drum Attorney-in-Fact

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Elizabeth D. Drum**

of Charlotte and State of NC its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond

Surety Bond Number: Bid Bond
Principal: FBi Construction, Inc.
Obligee: SC Department of Agriculture

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Vice President, Surety** and their corporate seals to be hereto affixed this **01st** day of **July** A.D., **2025**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper**, *Vice President, Surety*

State of Ohio
County of Medina ss.:

On this **01st** day of **July** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Kathleen Golovan,** Chief Administrative Officer & Corporate Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of May A.D., 2026

Kathleen Golovan
Chief Administrative Officer & Corporate Secretary

Exhibit I

From: Nicole Litteral
To: Laurel Gibson
Cc: Boutchyard, James; Mike Tyler
Subject: [External] Pee Dee State Farmers Market Paving and Facilities
Date: Tuesday, May 26, 2026 3:02:35 PM
Attachments: image001.png
image002.png
image003.gif

Per our conversation and after speaking with the estimator for this project,

We acknowledge receipt of addendum 2.

Best,

Nicole Litteral

small FBI logo

843-665-0408 (office) **843-665-7715** (fax)

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Coastal Office - 490 Allied Drive, Conway, SC 29526
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