

# PROJECT MANUAL



U N I V E R S I T Y O F  
**SOUTH CAROLINA**®



## **WB STADIUM - PROJ TO RPL CEILING SYS & SOFFIT UNDER PRESS BX TW**

**UNIVERSITY OF SOUTH CAROLINA**

**USC PROJECT NO: CP00305528**

**JCS PROJECT NO: 10104**

**JANUARY 16, 2012**

**JUMPER CARTER SEASE ARCHITECTS, P.A.**

412 Meeting Street

West Columbia, South Carolina 29169

Phone: (803) 791-1020 / Fax: (803) 791-1022



**DIVISION 0                      BIDDING AND CONTRACT DOCUMENTS**

SE-310	Request for Advertisement/Invitation for Construction Bids (2011)
AIA-A701-1997	Instructions to Bidders
00201-OSE	Standard Supplemental Instructions to Bidders Including Certification Regarding Illegal Immigration (2011)
AIA-A310-2010	Bid Bond (2010 Edition)
SE-330	Standard Bid Form (2011)
AIA-101-2007	Standard Form of Agreement Between Owner & Contractor
00501-OSE	Standard Modifications to AIA A101-2011
AIA-A201-2007	General Conditions of the Contract for Construction
00811-OSE	Standard Supplementary Conditions (2011)
SE-355	Performance Bond (2011)
SE-357	Labor & Material Payment Bond (2011)
SE-480	Construction Change Order (2011)
-----	Contractor's One Year Guarantee
-----	Campus Vehicle Expectations
-----	USC Supplemental General Conditions for Construction Projects

**DIVISION 1                      GENERAL REQUIREMENTS**

011000	Summary
011010-A	Special Conditions
012000	Schedule of Completion & Liquidated Damages
012300	Alternates
012400	Contract Modification Procedures
012500	Substitution Procedures
012500-A	Substitution Request Form
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013330	Submittal Procedures
014000	Quality Requirements
014001	Chapter 1 Inspections and Chapter 17 Special Inspections
014200	References
015000	Temporary Facilities and Controls
015240	Construction Waste Management
017300	Execution
017310	Cutting and Patching
017320	Selective Demolition
017400	Asbestos Free Warranty
017500	Lead Free Warranty
017700	Closeout Procedures
017839	Project Record Documents
018000	List of Drawings

**DIVISION 7                      THERMAL AND MOISTURE PROTECTION**

072500	Fireproofing
076000	Flashing and Sheet Metal
079000	Caulking and Sealants

**DIVISION 9                      FINISHES**

095423	Exterior Linear Metal Ceilings
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END OF SECTION 000010



**REQUEST FOR ADVERTISEMENT****PROJECT NAME:** WB STADIUM - Project Replace Ceiling System and Soffit under Press Box TW**RE-BID****PROJECT NUMBER:** CP00305528**PROJECT LOCATION:** USC Williams Brice Stadium

Contractor may be subject to performance appraisal at close of project

**BID SECURITY REQUIRED?** Yes ☒ No ☐**PERFORMANCE & PAYMENT BONDS REQUIRED?** Yes ☒ No ☐**CONSTRUCTION COST RANGE:** \$100,000-\$500,000**DESCRIPTION OF PROJECT:** Project includes installation of new engineered exterior linear metal ceiling system and metal soffits below Levels 200 and 600 of Williams Brice Stadium (approximately 10,000 SF); removal and re-installation of existing speakers and fans; and repair of existing spray fireproofing, as indicated in the construction documents. Small and minority business participation is encouraged.**A/E NAME:** Jumper Carter Sease Architects**A/E CONTACT:** Mr. Darryn Bouknight, AIA, LEED AP**A/E ADDRESS:** Street/PO Box: 412 Meeting StreetCity: West ColumbiaState: SC ZIP: 29169-**EMAIL:** dbouknight@jcsarchitects.com**TELEPHONE:** (803) 791-1020**FAX:** (803) 791-1022

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

**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** Architect**PLAN DEPOSIT AMOUNT:** \$50.00 **IS DEPOSIT REFUNDABLE:** Yes ☒ No ☐

Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders rely on copies of Bidding Documents/Plans obtained from any other source at their own risk.

**BIDDING DOCUMENTS/PLANS ARE ALSO ON FILE FOR VIEWING PURPOSES ONLY AT** *(list name and location for each plan room or other entity):*Architect's Officehttp://purchasing.sc.eduAGCA-Z Construction Printing**PRE-BID CONFERENCE?** Yes ☒ No ☐ **MANDATORY ATTENDANCE?** Yes ☒ No ☐**DATE:** 2/7/2012**TIME:** 3:00 PM**PLACE:** 743 Greene Street, Columbia, SC 29208**AGENCY:** University of South Carolina**NAME OF AGENCY PROCUREMENT OFFICER:** Michelle Adams**ADDRESS:** Street/PO Box: 743 Greene StreetCity: ColumbiaState: SC ZIP: 29208-**EMAIL:** madams@fmc.sc.edu**TELEPHONE:** (803) 777-0981**FAX:** (803) 777-8739**BID CLOSING DATE:** 2/21/2012 **TIME:** 2:00 PM **LOCATION:** 743 Greene Street, Columbia, SC 29208**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Michelle Adams743 Greene StreetColumbia, SC 29208**MAIL SERVICE:**Attn: Michelle Adams743 Greene StreetColumbia, SC 29208**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)** Yes ☒ No ☐

**REQUEST FOR ADVERTISEMENT**

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**APPROVED BY** (*Office of State Engineer*): \_\_\_\_\_

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

**AIA- A701 (1997)**  
Instructions To Bidders

Original AIA Document on file at the office of

Jumper Carter Sease Architects  
412 Meeting Street  
West Columbia, SC 29169  
(803) 791-1020





**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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**OWNER:** University of South Carolina**PROJECT NUMBER:** CP00305528**PROJECT NAME:** WB STADIUM - Project To Replace Ceiling System and Soffit under Press Box TW**PROJECT LOCATION:** University of South Carolina - Williams Brice Stadium**PROCUREMENT OFFICER:** Michelle Adams**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**1.1.** These Standard Supplemental Instructions To Bidders amend or supplement Instructions To Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.

**1.2.** Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.

**1.3.** All provisions of A701-1997, which are not so amended or supplemented, remain in full force and effect.

**1.4.** Bidders are cautioned to carefully examine the Bidding and Contract Documents for additional instructions or requirements.

**2. MODIFICATIONS TO A701-1997**

**2.1.** *Delete Section 1.1 and insert the following:*

**1.1** Bidding Documents, collectively referred to as the **Invitation for Bids**, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders (A-701), Supplementary Instructions to Bidders, the bid form (SE-330), the Intent to Award Notice (SE-370), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. 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, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. 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, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

**2.2.** *In Section 1.8, delete the words “and who meets the requirements set forth in the Bidding Documents”.*

**2.3.** *In Section 2.1, delete the word “making” and substitute the word “submitting.”*

**2.4.** *In Section 2.1.1:*

*After the words “Bidding Documents,” delete the word “or” and substitute the word “and.”*

*Insert the following at the end of this section:*

Bidders are expected to examine the Bidding Documents and Contract Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. 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 Owner's attention prior to bid opening.

**2.5.** *In Section 2.1.3, insert the following after the term “Contract Documents” and before the period:*

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 Regulation 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.

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**2.6.** *Insert the following Sections 2.2 through 2.6:*

**2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

(a) By submitting an 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—

- (i) Those prices;
- (ii) The intention to submit an bid; or
- (iii) 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 an bid for the purpose of restricting competition.

(b) 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 paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) 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 paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the bidder deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**2.3 DRUG FREE WORKPLACE**

By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.

**2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

(a) (1) By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-

(i) Bidder and/or any of its Principals-

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

(B) 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

# OSE FORM 00201

## STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) 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.

(2) "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).

(b) 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.

(c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bid 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 nonresponsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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.

### 2.5 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 South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 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 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, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

### 2.6 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. (a) 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. (b) Unless otherwise approved in writing by the Procurement

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Officer, *bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.* (c) 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. Regulation 19-445.2165(C) broadly defines the term donor.

**2.7.** *Delete Section 3.1.1 and substitute the following:*

**3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement in the number and for the deposit sum, if any, stated therein. If so provided in the Advertisement, the deposit will be refunded to all plan holders who return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

**2.8.** *Delete the language of Section 3.1.2 and insert the word "Reserved."*

**2.9.** *In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."*

**2.10.** *Insert the following Section 3.1.5*

**3.1.5** 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.

**2.11.** *In Section 3.2.2:*

*Delete the words "and Sub-bidders"*

*Delete the word "seven" and substitute the word "ten"*

**2.12.** *In Section 3.2.3:*

*In the first Sentence, insert the word "written" before the word "Addendum."*

*Insert the following at the end of the section:*

As provided in Regulation 19-445.2042(B), nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by written Addendum.

**2.13.** *Insert the following at the end of Section 3.3.1:*

Reference in the Bidding Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

**2.14.** *Delete Section 3.3.2 and substitute the following:*

**3.3.2** 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 days prior to the date for receipt of Bids established in the Invitation for Bids. 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. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**2.15.** *Delete Section 3.4.3 and substitute the following:*

**3.4.3** Addenda will be issued no later than 120 hours prior to the time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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**2.16.** *Insert the following Sections 3.4.5 and 3.4.6:*

**3.4.5** When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written 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) calendar 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 at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.html](http://www.scemd.org/scgovweb/weather_alert.html)

**2.17.** *In Section 4.1.1, delete the word “forms” and substitute the words “SE-330 Bid Form.”***2.18.** *Delete Section 4.1.2 and substitute the following:*

**4.1.2** Any blanks on the bid form to be filled in by the Bidder shall be legibly executed in a non-erasable medium. Bids shall be signed in ink or other indelible media.

**2.19.** *Delete Section 4.1.3 and substitute the following:*

**4.1.3** Sums shall be expressed in figures.

**2.20.** *Insert the following at the end of Section 4.1.4:*

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.

**2.21.** *Delete Section 4.1.5 and substitute the following:*

**4.1.5** All requested Alternates shall be bid. The failure of the bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for “ADD TO” or “DEDUCT FROM”. If no change in the Base Bid is required, enter “ZERO” or “No Change.” For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work may be used for both Alternates and Base Bid Work if Alternates are accepted.

**2.22.** *Delete Section 4.1.6 and substitute the following:*

**4.1.6** Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to list only the subcontractors Bidder will use to perform the work of each listed specialty. 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.

**2.23.** *Delete Section 4.1.7 and substitute the following:*

**4.1.7** Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

**2.24.** *Delete Section 4.2.1 and substitute the following:*

**4.2.1** If required by the Invitation for Bids, 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. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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.

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**2.25. Delete Section 4.2.2 and substitute the following:**

**4.2.2** If a surety bond is required, 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 the 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.

**2.26. Delete Section 4.2.3 and substitute the following:**

**4.2.3** 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.

**2.27. Insert the following Section 4.2.4:**

**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, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

**2.28. Delete Section 4.3.1 and substitute the following:**

**4.3.1** All copies of the Bid, the bid security, if any, 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 for Bids. 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 envelope should be labeled "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 for Bids prior to the time of the Bid Opening.

**2.29. Insert the following Section 4.3.6 and substitute the following:**

**4.3.5** 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.

**2.30. Delete Section 4.4.2 and substitute the following:**

**4.4.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be withdrawn in person or by written notice to the party receiving Bids at the place designated for receipt of Bids. Withdrawal by written notice shall be in writing over the signature of the Bidder.

**2.31. In Section 5.1, delete everything following the caption "OPENING OF BIDS" and substitute the following:**

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

**5.1.2** At bid opening, Owner will announce the date and location of the posting of the Notice of Intended Award.

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

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**5.1.4** If Owner determines to award the Project, Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.

**5.1.5** If only one Bid is received, Owner will open and consider the Bid.

**2.32.** *In Section 5.2, insert the section number “5.2.1” before the words of the “The Owner” at the beginning of the sentence.*

**2.33.** *Insert the following Sections 5.2.2 and 5.2.3:*

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

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

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

**2.34.** *Delete Section 6.1 and substitute the following:*

**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

**2.35.** *Delete the language of Section 6.2 and insert the word “Reserved.”*

**2.36.** *Delete the language of Sections 6.3.2, 6.3.3, and 6.3.4 and insert the word “Reserved” after each Section Number.*

**2.37.** *Insert the following Section 6.4*

**6.4 CLARIFICATION**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix D (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080]

**2.38.** *Delete Section 7.1.2 and substitute the following:*

**7.1.2** The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

**2.39.** *Delete the language of Section 7.1.3 and insert the word “Reserved.”*

**2.40.** *In Section 7.2, insert the words “CONTRACT, CERTIFICATES OF INSURANCE” into the caption after the word “Delivery.”*

**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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**2.41. Delete Section 7.2.1 and substitute the following:**

**7.2.1** After expiration of the protest period, the Owner will tender a signed Contract for Construction to the Bidder and the Bidder shall return the fully executed Contract for Construction to the Owner within seven days thereafter. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three 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.

**2.42. Delete the language of Section 7.2.2 and insert the word "Reserved."****2.43. Delete the language of Article 8 and insert the following:**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on South Carolina Modified AIA Document A101, 2007, Standard Form of Agreement Between Owner and Contractor as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor.

**2.44. Insert the following Article 9:****ARTICLE 9 MISCELLANEOUS****9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING  
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws 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.

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

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 (FORM NUMBER I-312) LOCATED AT:  
<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>.

**9.2 CONTRACTOR LICENSING**

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 at the time of bidding.

**9.3 SUBMITTING CONFIDENTIAL INFORMATION**

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that 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 Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. 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



**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

**9.4 POSTING OF INTENT TO AWARD**

Notice of Intent to Award, SE-370, will be posted at the following location:

**Room or Area of Posting:** Lobby

**Building Where Posted:** Facilities Management Center

**Address of Building:** 743 Greene Street, Columbia, SC 29208

**WEB site address (if applicable):** www.se370.com

**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

**9.5 PROTEST OF SOLICITATION OR AWARD**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided.

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

(a) by email to [protest-ose@mmo.sc.gov](mailto:protest-ose@mmo.sc.gov),

(b) by facsimile at 803-737-0639, or

(c) 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.

**9.6 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.

**9.7 BUILDER'S RISK INSURANCE**

Bidders are directed to Article 11.3 of the South Carolina Modified AIA Document A201, 2007 Edition, which, unless provided otherwise in the bid documents, requires the contractor to provide builder's risk insurance on the project.

**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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**9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS**

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

**§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK**

1. See Article 3.104 and 3.105 of 00811-OSE Standard Supplemental Conditions Modifying Article 11.4 of AIA Document A201, 1997 Edition, requiring the contractor to provide the builder's risk insurance on the project.
2. Contractor shall comply with the attached "Certification Regarding Illegal Immigration (Nov. 2008)."

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

**END OF DOCUMENT**

AIA- A310 (2010)  
Bid Bond

Original AIA Document on file at the office of

Jumper Carter Sease Architects  
412 Meeting Street  
West Columbia, SC 29169  
(803) 791-1020



# SE-330 – LUMP SUM BID BID FORM

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

**BID SUBMITTED BY:** \_\_\_\_\_

*(Bidder's Name)*

**BID SUBMITTED TO:** University of South Carolina

*(Owner's Name)*

**FOR PROJECT: PROJECT NAME** WB STADIUM - Proj to Repl Ceiling Sys and Soffit under Press Bx  
TW

**PROJECT NUMBER** CP00305528

## **OFFER**

§ 1. In response to the Invitation for Construction Bids 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 Owner 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 Section 11-32-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ Bid Bond with Power of Attorney    ☐ Electronic Bid Bond    ☐ Cashier's Check

*(Bidder check one)*

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

**ADDENDUM No:** \_\_\_\_\_

§ 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 Owner.

§ 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):* Project includes installation of new engineered exterior linear metal ceiling system and metal soffits below Levels 200 and 600 of Williams Brice Stadium (approximately 10,000 SF); removal and re-installation of existing speakers and fans; and repair of existing spray fireproofing, as indicated in the construction documents. Small and minority business participation is encouraged..

\_\_\_\_\_, which sum is hereafter called the Base Bid.

*(Bidder - insert Base Bid Amount on line above)*

# SE-330 – LUMP SUM BID BID FORM

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

**ALTERNATE # 1** (Brief Description): All work in outlined area on Drawing A901 (outboard of stadium at level 600)

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

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

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

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

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

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

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

(Bidder to Mark appropriate box to clearly indicate the price adjustment offered for each alternate)

**SE-330 – LUMP SUM BID****BID FORM**

**§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED – (See Instructions on the following page BF-3A)**

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

<b>SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)</b>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID</b>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</b>
<b>ALTERNATE 1</b>		
<b>ALTERNATE 2</b>		
<b>ALTERNATE 3</b>		

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

## SE-330 – LUMP SUM BID BID FORM

### INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth a list of subcontractor specialties for which bidder is required to identify by name the subcontractor(s) Bidder will use to perform the work of each listed specialty. Bidder must identify only the subcontractor(s) who will perform the work and no others.
2. 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. 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) are not subcontractors and Bidder should not insert their names in the spaces provided on the bid form. Likewise, Bidder should not insert the names of sub-subcontractors in the spaces provided on the bid form but only the names of those entities with which bidder will contract directly.
3. Bidder must only insert the names of subcontractors who are qualified to perform the work of the listed specialties as specified in the Bidding Documents and South Carolina Licensing Laws.
4. If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a specialty listed and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.
5. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, 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 specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **“and”**.
6. Bidder may not list subcontractors in the alternative nor in a form that may be reasonably construed at the time of bid opening as a listing in the alternative. A listing that requires subsequent explanation to determine whether or not it is a listing in the alternative is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word **“and”** between the name of each entity listed for that specialty. Owner 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 Owner may reasonably interpret as a listing in the alternative.
7. If Bidder is awarded the contract, bidder must, except with the approval of the owner for good cause shown, use the listed entities to perform the work for which they are listed.
8. 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.
9. Bidder's failure to insert a name for each listed specialty subcontractor will render the Bid non-responsive.



## **SE-330 – LUMP SUM BID 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 Bids, if any, Bidder will provide to Owner upon the Owner'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 Ann § 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 Owner. Bidder agrees to substantially complete the Work within 90 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$250.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum 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 law 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, included in the Bidding Documents.

**Electronic Bid Bond Number:** \_\_\_\_\_

**Signature and Title:** \_\_\_\_\_

# SE-330 – LUMP SUM BID BID FORM

## BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: \_\_\_\_\_

*OR*

SOCIAL SECURITY NUMBER: \_\_\_\_\_

## CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

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

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

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

BY SIGNING THIS BID, THE PERSON SIGNING REAFFIRMS ALL REPRESENTATIONS AND CERTIFICATIONS MADE BY BOTH THE PERSON SIGNING AND THE BIDDER, INCLUDING WITHOUT LIMITATION, THOSE APPEARING IN ARTICLE 2 OF THE INSTRUCTIONS TO BIDDER. THE INVITATION FOR BIDS, AS DEFINED IN THE INSTRUCTIONS TO BIDDERS, IS EXPRESSLY INCORPORATE BY REFERENCE.

## SIGNATURE

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

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

BY: \_\_\_\_\_  
(Signature)

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

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

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

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

**AIA- A101 (2007)**  
Standard Form of Agreement Between  
Owner and Contractor

Original AIA Document on file at the office of

Jumper Carter Sease Architects  
412 Meeting Street  
West Columbia, SC 29169  
(803) 791-1020



# **OSE FORM 00501** **STANDARD MODIFICATIONS TO AGREEMENT BETWEEN** **OWNER AND CONTRACTOR** ---

**OWNER:** University of South Carolina

**PROJECT NUMBER:** CP00305528

**PROJECT NAME:** WB STADIUM - Proj to Repl Ceiling System and Soffit under Press Box TW

## **1. STANDARD MODIFICATIONS TO AIA A101-2007**

**1.1.** These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.

**1.2.** All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

## **2. MODIFICATIONS TO A101**

**2.1.** *Insert the following at the end of Article 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 A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. 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, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

**2.2.** *Delete Section 3.1 and substitute the following:*

**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 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.

**2.3.** *Delete Section 3.2 and substitute the following:*

**3.2** The Contract Time shall be measured from the Date of Commencement as provided in Section 9(a) of the Bid Form (SE-330) for this Project. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor liquidated damages in the amounts set forth in Section 9(b) of the Bid Form (SE-330, subject to adjustments of this Contract Time as provided in the Contract Documents.

**2.4.** *In Section 5.1.1, insert the words “and Owner” after the phrase “Payment submitted to the Architect.”*

**2.5.** *Delete Section 5.1.3 and substitute the following:*

**5.1.3** The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.

**2.6.** *In Section 5.1.6, Insert the following after the phrase “Subject to other provisions of the Contract Documents”:*

and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents)

*In the spaces provided in Sub-Sections 1 and 2 for inserting the retainage amount, insert “three and one-half percent (3.5%).”*

# OSE FORM 00501

## STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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**2.7.** *In Section 5.1.8, delete the word “follows” and the colon and substitute the following:*

set forth in S.C. Code Ann. § 11-35-3030(4).

**2.8.** *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”*

**2.9.** *In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.*

**2.10.** *Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section .*

**2.11.** *Delete the language of Section 8.2 and substitute the word “Reserved.”*

**2.12.** *In Section 8.3, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*

**8.3.1** 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:** Tom Opal

**Title:** Senior Project Manager

**Address:** 743 Greene Street; Columbia, SC 29208

**Telephone:** (803) 777-7076 **FAX:** (803) 777-8739

**Email:** TNOpal@fmc.sc.edu

**8.3.2** 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:** Ann Derrick

**Title:** Project Manager

**Address:** 743 Greene Street; Columbia, SC 29208

**Telephone:** (803) 777-5811 **FAX:** (803) 777-8739

**Email:** aderrick@fmc.sc.edu

**2.13.** *In Section 8.4, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*

**8.4.1** Contractor designates the individual listed below as its Senior Representative (“Contractor's Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

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

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

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Email:** \_\_\_\_\_

# **OSE FORM 00501** **STANDARD MODIFICATIONS TO AGREEMENT BETWEEN** **OWNER AND CONTRACTOR**

**8.4.2** 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:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**2.14.** *Add the following Section 8.6.1:*

**8.6.1** The Architect's representative:

**Name:** Mr. Darryn Bouknight, AIA  
**Title:** Architect  
**Address:** 412 Meeting Street, West Columbia, SC 29169  
**Telephone:** (803) 791-1020 **FAX:** (803) 791-1022  
**Email:** dbouknight@jcsarchitects.com

**2.15.** *In Section 9.1.7, Sub-Section 2, list the following documents in the space provided for listing documents:*

Invitation for Construction Bids (SE-310)  
 Instructions to Bidders (AIA Document A701-1997)  
 Standard Supplemental Instructions to Bidders (OSE Form 00201)  
 Contractor's Bid (Completed SE-330)  
 Notice of Intent to Award (Completed SE-370)  
 Certificate of procurement authority issued by the SC Budget & Control Board

**2.16.** *In Article 10, delete everything after the first sentence.*

**END OF DOCUMENT**





**AIA- A201 (2007)**  
General Conditions of the Contract  
for Construction

Original AIA Document on file at the office of

Jumper Carter Sease Architects  
412 Meeting Street  
West Columbia, SC 29169  
(803) 791-1020



# OSE FORM 00811

## STANDARD SUPPLEMENTARY CONDITIONS

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**OWNER:** University of South Carolina

**PROJECT NUMBER:** CP00305528

**PROJECT NAME:** WB STADIUM - Proj To Repl Ceiling System and Soffit under Press Box TW

### 1 GENERAL CONDITIONS

The *General Conditions of the Contract for Construction*, AIA Document A201, 2007 Edition, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents collectively as the "General Conditions."

### 2 STANDARD SUPPLEMENTARY CONDITIONS

**2.1** The following supplements modify, delete and/or add to the General Conditions. Where any portion of the General Conditions is modified or any paragraph, Section or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.

**2.2** Unless otherwise stated, the terms used in these Standard Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

### 3 MODIFICATIONS TO A201-2007

**3.1** *Insert the following at the end of Section 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 A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. 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, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

**3.2** *Delete the language of Section 1.1.8 and substitute the word "Reserved."*

**3.3** *Add the following Section 1.1.9:*

#### **1.1.9 NOTICE TO PROCEED**

Notice to Proceed is a document issued by the Owner to the Contractor, with a copy to the Architect, 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.

**3.4** *Insert the following at the end of Section 1.2.1:*

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.

**3.5** *Delete Section 1.5.1 and substitute the following:*

**1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as a violation of the Architect's or Architect's consultants' reserved rights.

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**3.6** *Delete Section 2.1.1 and substitute the following:*

**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 7.1.2. 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. [Reference § 8.2 of the Agreement.]

**3.7** *Delete Section 2.1.2 and substitute the following:*

**2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended..

**3.8** *Delete Section 2.2.3 and substitute the following:*

**2.2.3** 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.

**3.9** *Replace the period at the end of the last sentence of Section 2.2.4 with a semicolon and insert the following after the inserted semicolon:*

"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 provide in the Contract Documents."

**3.10** *Delete Section 2.2.5 and substitute the following:*

**2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor with ten copies of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2. All copies of the drawings and specifications, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work.

**3.11** *Add the following Sections 2.2.6 and 2.2.7:*

**2.2.6** The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.

**2.2.7** The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.

**3.12** *Delete Section 2.4 and substitute the following:*

**2.4** 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 written 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 deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor 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 payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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**3.13** *Insert the following at the end of Section 3.2.1:*

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 (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph 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.

**3.14** *In the third sentence of Section 3.2.4, insert the word “latent” before the word “errors.”***3.15** *In the last sentence of Section 3.3.1, insert the words “by the Owner in writing” after the word “instructed.”***3.16** *Delete the third sentence of Section 3.5 and substitute the following sentences:*

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.

**3.17** *Insert the following at the end of Section 3.6:*

The Contractor shall comply with the requirements of Title 12, Chapter 9 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

**3.18** *In Section 3.7.1, delete the words “the building permit as well as for other” and insert the following sentence at the end of this section:*

Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.

**3.19** *Delete the last sentence of Section 3.7.5 and substitute the following:*

Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.

**3.20** *Delete the last sentence of Section 3.8.2.3 and substitute the following:*

The amount of the Change Order shall reflect the difference between actual costs under Section 3.8.2.1, as documented by invoices, and the allowance amounts.

**3.21** *In Section 3.9.1, insert a comma after the word “superintendent” in the first sentence and insert the following after the inserted comma:*

acceptable to the Owner,

**3.22** *Delete Section 3.9.2 and substitute the following:*

**3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the

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Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**3.23** *After the first sentence in Section 3.9.3, insert the following sentence:*

The Contractor shall notify the Owner, in writing, of any proposed change in the superintendent, including the reason therefore, prior to making such change.

**3.24** *Delete Section 3.10.3 and substitute the following:*

**3.10.3** Additional requirements, if any, for the constructions 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 dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit "A." If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor 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 approved 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 accepted construction schedule to reflect such conditions. 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. 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.

**3.25** *Add the following Section 3.10.4:*

**3.10.4** Owner's review and acceptance of Contractor's schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner's approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner's approval of a schedule shall not change the Contract Time.

**3.26** *Add the following Section 3.12.5.1:*

**3.12.5.1** The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval. The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record who, upon approving the sprinkler shop drawings will submit them to the State Fire Marshal or other authorities having jurisdiction for review and approval. The Architect's engineer of record will submit a copy of the State Fire Marshal's approval letter to the Contractor, Architect, and OSE. Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to the State Fire Marshal or other authorities having jurisdiction for approval.

**3.27** *In the fourth sentence of Section 3.12.10, after the comma following the words "licensed design professional," insert the following:*

who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and

**3.28** *In Section 3.13, insert the section number "3.13.1" before the opening words "The Contractors shall."*

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**3.29** Add the following Sections 3.13.2 and 3.13.3:

**3.13.2** Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

**3.13.3** The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

**3.30** *In the first sentence of Section 3.18.1, after the parenthetical “...(other than the Work itself),...” and before the word “...but...”, insert the following:*

including loss of use resulting therefrom,

**3.31** *Delete Section 4.1.1 and substitute the following:*

**4.1.1** The Architect is that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**3.32** *Insert the following at the end of Section 4.2.1:*

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 fourteen days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

**3.33** *Delete the first sentence of Section 4.2.2 and substitute the following:*

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 various components of the Contractor’s Work, and to determine 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.

**3.34** *Delete the first sentence of Section 4.2.3 and substitute the following:*

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 report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**3.35** *In Section 4.2.5, after the words “evaluations of the” and before the word “Contractor’s,” insert the following:*

Work completed and correlated with the

**3.36** *Delete the first sentence of Section 4.2.11 and substitute the following:*

**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 non-requesting party with a copy of the request.

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**3.37** *Insert the following at the end of Section 4.2.12:*

If either party disputes the Architects 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.

**3.38** *Delete Section 4.2.14 and substitute the following:*

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

**3.39** *Delete Section 5.2.1 and substitute the following:*

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection.

**3.40** *Delete Section 5.2.2 and substitute the following:*

**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 services.

**3.41** *In the first sentence of Section 5.2.3, delete the words "...or Architect..." in the two places they appear.***3.42** *Delete the words "...or Architect..." in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:*

The Contractor's request for substitution must be made to the Owner in writing accompanied by supporting information.

**3.43** *Add the following Section 5.2.5:*

**5.2.5** A Subcontractor identified in the Contractor's Bid in response the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner's approval as set forth in Section 5.2.3.

**3.44** *In Section 5.3, delete everything following the heading "SUBCONTRACTUAL RELATIONS" and insert the following Sections 5.3.1, 5.3.2, 5.3.3, and 5.3.4:*

**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, which the Contractor, by these 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, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, 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 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, 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 Subparagraph 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.

**3.45** *Delete the last sentence of Section 5.4.1.*

**3.46** *Add the following Sections 5.4.4, 5.4.5 and 5.4.6:*

§ 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.

**3.47** *Delete the language of Section 6.1.4 and substitute the word "Reserved."*

**3.48** *Insert the following at the end of Section 7.1.2:*

If the amount of a Modification exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.7.2 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed, until approved in writing by the Office of State Engineer.

**3.49** *Delete Section 7.2.1 and substitute the following:*

**7.2.1** A Change Order is a written instrument prepared by the Architect (using State Form SE-480 "Construction Change Order") and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1** The change in the Work;

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- .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.

**3.50** *Add the following Sections 7.2.2, 7.2.3, 7.2.4, and 7.2.5:*

**7.2.2** If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.

**7.2.3** 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 7.2.2. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.

**7.2.4** 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 7.2.3. If the Contractor requests a change to the Work that involves a revision to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditures associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

**7.2.5** 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.

**3.51** *Delete 7.3.3 and substitute the following:***7.3.3 PRICE ADJUSTMENTS**

**§ 7.3.3.1** If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:

- .1 Mutual acceptance of a lump sum;
- .2 Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
- .3 Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
- .4 As provided in Section 7.3.7.

**§ 7.3.3.2** Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

**3.52** *Delete Section 7.3.7 and substitute the following:*

**7.3.7** 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 7.5. In such case, and also under Section 7.3.3.1.3, 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 7.3.7 shall be limited to the following:

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- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work.

**3.53** *Delete Section 7.3.8 and substitute the following:*

**7.3.8** Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

**3.54** *Add the following Sections 7.5 and 7.6:***7.5 AGREED OVERHEAD AND PROFIT RATES**

**7.5.1** For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below 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. The allowable percentages for overhead and profit are as follows:

- .1 To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
- .2 To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
- .3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

**7.6 PRICING DATA AND AUDIT****§ 7.6.1 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. 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.

**§ 7.6.2** 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.

**§ 7.6.3 Records Retention.**

As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. 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.

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**3.55** Delete Section 8.2.2 and substitute the following:

**8.2.2** The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of surety bonds and insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such surety bonds or insurance.

**3.56** Delete Section 8.3.1 and substitute the following:

**8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and 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, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**3.57** Insert the following at the end of Section 9.1:

All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.

**3.58** Delete Section 9.2 and substitute the following:**9.2 SCHEDULE OF VALUES**

**9.2.1** The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown 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;
- .3** the percent and value of the Work completed to date;
- .4** the percent and value of previous amounts billed; and
- .5** the current percent completed and amount billed.

**9.2.2** Any schedule of values or trade breakdown that fails to include 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.

**3.59** Delete Section 9.3.1 and substitute the following:

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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

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**3.60** In Section 9.3.2, add the following words to the end of the second sentence:

provided such materials or equipment will be subsequently incorporated in the Work

*Insert the following at the end of Section 9.3.2:*

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.

**3.61** *In Section 9.4.2, in the first sentence, after the words “Work has progressed to the point indicated,” insert the following:*

in both the Application for Payment and, if required to be submitted by the Contractor, the accompanying current construction schedule

*In the last sentence, delete the third item starting with “(3) reviewed copies” and ending with “Contractor’s right to payment,”*

**3.62** *In Section 9.5.1, in the first sentence, delete the word “may” after the opening words “The Architect” and substitute the word “shall.”*

*In Section 9.5.1, insert the following sentence after the first sentence:*

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.

**3.63** *In Section 9.6.2, delete the word “The...” at the beginning of the first sentence and substitute the following:*

Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, the

**3.64** *Delete Section 9.7 and substitute following:*

**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 a final dispute resolution order, then the Contractor may, upon seven additional days’ written 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, in accordance with the provisions of Section 7.3.3, by the amount of the Contractor’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

**3.65** *Insert the following words at the end of the sentence in Section 9.8.1:*

and when all required occupancy permits, if any, have been issued and copies of same have been delivered to the Owner.

**3.66** *In Section 9.8.2, insert the word “written” after the word “comprehensive” and before the word “list.”*

**3.67** *Delete Section 9.8.3 and substitute the following:*

**9.8.3.1** Upon receipt of the Contractor’s list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, 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

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demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. 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. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

**9.8.3.2** 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.

**3.68** *In the second sentence of Section 9.8.5, delete the words "and consent of surety, if any."*

**3.69** *In the first sentence of Section 9.9.1, delete the words "Section 11.3.1.5" and substitute the words "Section 11.3.1.3."*

**3.70** *Delete Section 9.10.1 and substitute the following:*

**9.10.1** Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion no later than thirty days after Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, 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 terms and conditions of 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. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor. If the Contractor does not achieve final completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

**3.71** *Delete the first sentence of Section 9.10.2 and substitute the following:*

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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, and (10) one copy of the Documents required by Section 3.11.

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- 3.72** Delete the first sentence of Section 9.10.3 and substitute the following:

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 and accepted.

- 3.73** Delete Section 9.10.5 and substitute the following:

**§9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material 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.

- 3.74** Add the following Section 9.10.6:

**9.10.6** 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. Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Final Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

- 3.75** Delete Section 10.3.1 and substitute the following:

**10.3.1** If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not required by 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 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 report the condition to the Owner and Architect in writing. 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.

- 3.76** Insert the following at the end of Section 10.3.2:

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 right of either party to disagree and assert a Claim in accordance with Article 15. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

- 3.77** Delete Section 10.3.3 and substitute the following:

**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.

- 3.78** In Section 10.3.5, delete the word "The" at the beginning of the sentence and substitute the following:

In addition to its obligations under Section 3.18, the

- 3.79** Delete the language of Section 10.3.6 and substitute the word "Reserved."

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**3.80** *Insert the following at the end of Section 10.4:*

The Contractor shall immediately give the Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen 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.

**3.81** *Delete 11.1.2 and substitute the following:*

**11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**(1) COMMERCIAL GENERAL LIABILITY:**

(a) General Aggregate (per project) .....	<u>\$1,000,000</u>
(b) Products/Completed Operations .....	<u>\$1,000,000</u>
(c) Personal and Advertising Injury .....	<u>\$1,000,000</u>
(d) Each Occurrence .....	<u>\$1,000,000</u>
(e) Fire Damage (Any one fire) .....	<u>\$50,000</u>
(f) Medical Expense (Any one person) .....	<u>\$5,000</u>

**(2) BUSINESS AUTO LIABILITY** (including All Owned, Non-owned, and Hired Vehicles):

(a) Combined Single Limit .....	<u>\$1,000,000</u>
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**(3) WORKER'S COMPENSATION:**

(a) State Statutory	
(b) Employers Liability .....	<u>\$100,000</u> Per Acc.
	<u>\$500,000</u> Disease, Policy Limit
	<u>\$100,000</u> Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 11.1.2. The umbrella policy limits shall not be less than \$3,000,000.

**3.82** *Delete Section 11.1.3 and substitute the following:*

**11.1.3** Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, Contractor shall provide to the Owner a written endorsement to the Contractor's general liability insurance policy that:

- (i) names the Owner as an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
- (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insureds have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
- (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Owner as secondary and noncontributory.

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner a Consultants as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the



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endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Owner as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. 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.

**3.83** *Delete Section 11.1.4 and substitute the following:*

**11.1.4** A failure by the Owner either (i) to demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Section 11.1 shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

**3.84** *In Section 11.3.1, delete the first sentence and substitute the following:*

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

**3.85** *Delete the language of Section 11.3.1.2 and substitute the word "Reserved."***3.86** *Delete the language of Section 11.3.1.3 and substitute the word "Reserved."***3.87** *Delete Section 11.3.2 and substitute the following:***11.3.2 BOILER AND MACHINERY INSURANCE**

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall both be named insureds.

**3.88** *Delete Section 11.3.3 and substitute the following:***11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. To the extent any losses are covered and paid for by such insurance, the Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**3.89** *Delete Section 11.3.4 and substitute the following:*

**11.3.4** 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.

**3.90** *Delete the language of Section 11.3.5 and substitute the word "Reserved."***3.91** *Delete Section 11.3.6 and substitute the following:*

**11.3.6** 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 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

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**3.92** Delete the first sentence of Section 11.3.7 and substitute the following:

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary.

**3.93** Delete the first sentence of Section 11.3.8 and substitute the following:

A loss insured under the Contractor's property insurance shall be adjusted by the Contractor 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 11.3.10.

**3.94** Delete Section 11.3.9 and substitute the following:

**11.3.9** 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.

**3.95** Delete Section 11.3.10 and substitute the following:

**11.3.10** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner provided in the contract between the parties in dispute as the method of binding dispute resolution. The Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with a final order or determination issued by the appropriate authority having jurisdiction over the dispute..

**3.96** Delete Section 11.4.1 and substitute the following:

**11.4.1** 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.

**3.97** Delete Section 11.4.2 and substitute the following:

**11.4.2** 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.

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**3.98** *Add the following Sections 11.4.3 and 11.4.4:*

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

**11.4.4** 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.

**3.99** *Delete Section 12.1.1 and substitute the following:*

**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 and be replaced at the Contractor's expense without change in the Contract Time.

**3.100** *In Section 12.2.2.1, delete the words "and to make a claim for breach of warranty" at the end of the third sentence.*

**3.101** *In Section 12.2.2.3, add the following to the end of the sentence:*

unless otherwise provided in the Contract Documents.

**3.102** *Insert the following at the end of Section 12.2.4:*

If, prior to the date of Substantial Completion, 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.

**3.103** *Delete Section 13.1 and substitute the following:*

**13.1 GOVERNING LAW**

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.

**3.104** *Delete Section 13.2, including its Sub-Sections 13.2.1 and 13.2.2, and substitute the following:*

**13.2 SUCCESSORS AND ASSIGNS**

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

**3.105** *Delete Section 13.3 and substitute the following:*

**13.3 WRITTEN NOTICE**

Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed given:

- .1** upon actual delivery, if delivery is by hand;
- .2** upon receipt by the transmitting party of confirmation or reply, if delivery is by electronic mail, facsimile, telex or telegram;
- .3** upon receipt, if delivery is by the United States mail.

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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 this paragraph.

**3.106** *In Section 13.4.1, insert the following at the beginning of the sentence:*

Unless expressly provided otherwise,

**3.107** *Add the following Section 13.4.3:*

**13.4.3** 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

**7.6** Cost or Pricing Data

**11.1** Contractor's Liability Insurance

**11.4** Performance and Payment Bond

**15.1.6** Claims for Listed Damages

**15.1.7** Waiver of Claims Against the Architect

**15.6** Dispute Resolution

**15.4** Service of Process

**3.108** *Delete Section 13.6 and substitute the following:*

**13.6 INTEREST**

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. 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.

**3.109** *Delete the language of Section 13.7 and substitute the word "Reserved."*

**3.110** *Add the following Sections 13.8 through 13.16:*

**13.8 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.,.

**13.9 INTERPRETATION OF BUILDING CODES**

As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, 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.

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**13.10 MINORITY BUSINESS ENTERPRISES**

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

**13.11 SEVERABILITY**

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, 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.

**13.12 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 subcontractors 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-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

**13.13 SETOFF**

The Owner shall have all of its common law, equitable, and statutory rights of set-off.

**13.14 DRUG-FREE WORKPLACE**

The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**13.15 FALSE CLAIMS**

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

**13.16 NON-INDEMNIFICATION:**

Any term or condition is void to the extent it requires the State to indemnify anyone. 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)

**3.111** *Delete Section 14.1.1 and substitute the following:*

**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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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

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- .2** An act of government, such as a declaration of national emergency that requires substantially 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

**3.112** *Insert the following at the end of Section 14.1.3:*

Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

**3.113** *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”***3.114** *Delete Section 14.2.1 and substitute the following:***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 for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
- .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.

**3.115** *In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.***3.116** *In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”***3.117** *Add the following Section 14.2.5:*

**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, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under Section 14.4.

**3.118** *Delete the second sentence of Section 14.3.2 and substitute the following:*

Any adjustment to the Contract Sum made pursuant to this section shall be made in accordance with the requirements of Article 7.3.3.

**3.119** *Delete Section 14.4.1 and substitute the following:*

**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 written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

**3.120** *Delete Section 14.4.2 and substitute the following:*

**14.4.2** Upon receipt of written 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;

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- .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.

**3.121** *Delete Section 14.4.3 and substitute the following:*

**14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in accordance with the requirements of Article 7.3.3.

**3.122** *Add the following Sections 14.4.4, 14.4.5, and 14.5:*

**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 Budget and Control Board or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;
- .2 funding for the reinstated portion of the work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

**14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE**

Pursuant to Title 11, Chapter 35 and Regulation 19-445.2085 of the South Carolina Code of Laws and Regulations, as amended, this contract may be canceled after award but prior to performance.

**3.123** *Insert the following sentence after the second sentence of Section 15.1.1:*

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.

**3.124** *Delete Section 15.1.2 and substitute the following:***15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written 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 arising prior to the date final payment is due must 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 15.1.5.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its claim.

**3.125** *Delete Section 15.1.3 and substitute the following:***15.1.3 CONTINUING CONTRACT PERFORMANCE**

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. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

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**3.126** *Insert the following at the end of Section 15.1.5.1:*

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.

**3.127** *Insert the following Sub-Sections at the end of Section 15.1.5.2:*

- .1** Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.
- .2** For the purpose of this Contract, a total of five (5) calendar 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. 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.

**3.128** *Delete Section 15.1.6 and substitute the following:***15.1.6 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.

**15.1.6.1** 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 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

**15.1.6.2** 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 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14. 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).

**3.129** *Add the following Section 15.1.7:***15.1.7 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)



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attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

**3.130** *Delete the language of Sections 15.2, 15.3, and 15.4, including all Sub-Sections, and substitute the word "Reserved" for the deleted language of each Section and Sub-Section.*

**3.131** *Add the following Sections 15.5 and 15.6 with their sub-sections:*

**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 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.

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**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, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United State's 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, 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.

**3.132 Add the following Article 16:****ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION****16.1. Inspection Requirements:** *(Indicate the inspection services required by the Contract)*

- ☒ Special Inspections are required and are not part of the Contract Sum. *(see section 01400)*  
☒ Building Inspections are required and are not part of the Contract Sum. *(see section 01400)*  
☐ Building Inspections are required and are part of the Contract Sum. The inspections required for this Work are : *(Indicate which services are required and the provider)*

- ☐ Civil: \_\_\_\_\_  
☐ Structural: \_\_\_\_\_  
☐ Mechanical: \_\_\_\_\_  
☐ Plumbing: \_\_\_\_\_  
☐ Electrical: \_\_\_\_\_  
☐ Gas: \_\_\_\_\_  
☐ Other *(list)*: \_\_\_\_\_

Remarks: \_\_\_\_\_

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**16.1.1** Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. 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.

**16.2** List Cash Allowances, if any. *(Refer to attachments as needed. If none, enter NONE)*

None

**16.3.** Requirements for Record Drawings, if any. *(Refer to attachments as needed. If none, enter NONE)*

Refer to Project Manual Section 017839 Project Record Documents

**16.4.** Requirements for Shop Drawings and other submittals, if any, including number, procedure for submission, list of materials to be submitted, etc. *(Refer to attachments as needed. If none, enter NONE)*

Refer to Project Manual Section 013330 Submittal Procedures, and specific submittals required in the technical specifications.

**16.5.** Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. *(Refer to attachments as needed. If none, enter NONE)*

Refer to Project Manual Section 015000 Temporary Facilities and Controls

**16.6.** Requirements for Project Cleanup in addition to the Contract, if any. *(Refer to attachments as needed. If none, enter NONE)*

Refer to Project Manual Section 015240 Construction Waste Management

**16.7.** List all attachments that modify these General Conditions. *(If none, enter NONE)*

None



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

Address: \_\_\_\_\_

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: WB STADIUM - Project Replace Ceiling Sys

State Project Number: CP00305528

Brief Description of Awarded Work, as found on the SE-330, Bid Form: Project includes installation of new engineered exterior linear metal ceiling system and metal soffits below Levels 200 and 600 of Williams Brice Stadium (approximately 10,000 SF); removal and re-installation of existing speakers and fans; and repair of existing spray fireproofing, as indicated in t

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

Name: Jumper Carter Sease Architects

Address: 412 Meeting Street

West Columbia, SC 29169

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, 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)*

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**Performance Bond**

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

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

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

3. The Surety's obligation under this Bond shall arise after:

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

3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or

4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.

5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:

5.1 Surety in accordance with the terms of the Contract; or

5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

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

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

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

7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:

7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and

7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

11. Definitions

11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

**Labor and 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: \_\_\_\_\_

Address: \_\_\_\_\_

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

Project Name: WB STADIUM - Project Replace Ceiling Sys

Project Number: CP00305528

Brief Description of Awarded Work, as found on the SE-330, Bid Form: Project includes installation of new engineered exterior linear metal ceiling system and metal soffits below Levels 200 and 600 of Williams Brice Stadium (approximately 10,000 SF); removal and re-installation of existing speakers and fans; and repair of existing spray fireproofing, as indicated in t

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

Name: Jumper Carter Sease Architects

Address: 412 Meeting Street

West Columbia, SC 29169

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 and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

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

CONTRACTOR

SURETY

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

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

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

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

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

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

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

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

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

## **Labor and 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 §11-35-3020(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

**4.1** Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.

**4.2** A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.

**4.3** Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

**5.1** Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

**5.2** Pay or arrange for payment of any undisputed amounts.

**5.3** The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and

to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

### **13. DEFINITIONS**

**13.1** Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.

**13.2** Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

**13.3** Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.



**CONSTRUCTION CHANGE ORDER****Change Order No.:****Agency:** University of South Carolina**Project Number:** CP00305528**Project Name:** WB STADIUM - Project To Replace Ceiling System and Soffit under Press Box TW**Contractor:****Contract Dated:** **For:****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 Contract Time:**

1. Original Substantial Completion Date: -----	
2. Sum of previously approved increases and decreases: -----	Days
3. Changes in Days for this Change Order: -----	Days
4. New Substantial Completion Date: -----	

**Contractor Acceptance:****BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_*(Signature of Representative)***Print Name:** \_\_\_\_\_**Architect Recommendation for Acceptance:****BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_*(Signature of Representative)***Print Name:** \_\_\_\_\_**Agency Acceptance and Certification****BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_*(Signature of Representative)***Print Name:** \_\_\_\_\_☐ Change is within Agency Construction Procurement Certification amount of \_\_\_\_\_☐ Change is not within Agency Construction Procurement Certification amount**Office of the State Engineer Authorization for change not within Agency Construction Procurement Certification:****Signature of OSE Project Manager:** \_\_\_\_\_**Date:** \_\_\_\_\_



Project Name: WB Stadium - Project to Replace Ceilings System & Soffit Under Press Box TW  
Project Number: CP00305528  
University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

We \_\_\_\_\_ as General Contractor on the above named project do hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and/or workmanship for the period of one (1) year from the date of acceptance of the work by the Owner and/or Architect/Engineer, and hereby agree to remedy defects due to faulty materials and/or workmanship, and pay for any damage resulting therefrom, at no cost to the Owner, provided however, that the following are excluded from this guarantee:

Defects or failures resulting from abuse by the Owner; damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

\_\_\_\_\_  
(Name of Contracting Firm)

\_\_\_\_\_  
\*By

\_\_\_\_\_  
Title

\*\* Must be executed by an officer  
of the Contracting Firm.

SWORN TO before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (STATE)

My commission expires \_\_\_\_\_

ONE YEAR GUARANTEE FORM



### CAMPUS VEHICLE EXPECTATIONS

1. All motorized vehicles on the University campus are expected to travel and park on roadways and/or in parking stalls.
2. All motorized vehicle traffic on USC walkways must first receive the Landscape Manager's authorization. Violators may be subject to fines and penalties.
3. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
4. Contractors, vendors, and delivery personnel are required to obtain prior to parking authorization before parking in a designated space. Violators may be subject to fines and/or penalties. See Item 10 below.
5. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held personally responsible for damages and restoration expense.
6. Vehicle drivers who park on landscape or drives must be able to produce written evidence of need or emergency requiring parking on same.
7. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.
8. All drivers of equipment and vehicles will be respectful of University landscape, equipment, structures, fixtures and signage.
9. All incidents of property damage will be reported to Parking Services or the Work Management Center.
10. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the project manager and contractor agree on how many spaces are needed, the project manager will obtain a placard for each vehicle. This placard must be hung from the mirror of the vehicle, otherwise a ticket will be issued and these tickets cannot be "fixed." Parking spaces are restricted to work vehicles only; no personal vehicles.



USC SUPPLEMENTAL GENERAL CONDITIONS  
FOR CONSTRUCTION PROJECTS

1. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing safe, accessible, plywood pedestrian ways around construction may be required if a suitable alternative route is not found.
2. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited-zero tolerance!
3. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
4. Contractor's employees must adhere to the University's policy of maintaining a drug-free and smoke-free/tobacco-free workplace.
5. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.
6. A welding permit must be issued by the University Fire Marshall before any welding can begin inside a building. Project Manager will coordinate.
7. Contractor must notify the University immediately upon the discovery of suspect materials such as those potentially containing asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
8. At the beginning of the project, the USC Project Manager will establish the Contractor's lay down area. This area will also be used for the Contractor's work vehicles. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site that are not regular or authorized parking lots. Personal vehicles must be parked in the perimeter parking lots. Parking permits can be obtained at the USC Parking Office located in the Pendleton Street parking garage. The lay down area will be clearly identified to the contractor by the PM, with a sketch or drawing provided to Parking. In turn, the contractor will mark off this area with a sign containing the project name, PM name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the PM. The area will be maintained in a neat and orderly fashion. Vehicles parked in the lay down area (or designated parking areas) will be clearly marked or display a CPC furnished placard for identification.
9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

11. For all projects over \$100,000, including IDC's, an SE-395, Contractor Performance Evaluation, will be completed by the USC Project Manager and reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed and a Construction Performance rating will be established.
12. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least \_\_\_\_\_ times per week. Construction waste must not be placed in University dumpsters. THE CONSTRUCTION SITE MUST BE THOROUGHLY CLEANED WITH ALL TRASH PICKED UP AND PROPERLY DISPOSED OF ON A DAILY BASIS AND THE SITE MUST BE LEFT IN A SAFE AND SANITARY CONDITION EACH DAY. THE UNIVERSITY WILL INSPECT JOBSITES REGULARLY AND WILL FINE ANY CONTRACTOR FOUND TO BE IN VIOLATION OF THIS REQUIREMENT AN AMOUNT OF UP TO \$1,000 PER VIOLATION.
13. Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until this is completed.
14. Tree protection fencing is required to protect existing trees and other landscape features to be preserved within a construction area. The limits of this fence will be evaluated for each situation with the consultant, USC Arborist and USC Project Manager. The tree protection fence shall be 5' high chain link fence unless otherwise approved by USC Project Manager. No entry or materials storage will be allowed inside the tree protection zone. A 4" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.
15. Where it is necessary to cross walks, tree root zones (i.e. under canopy) or lawns the following measures shall be taken: For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over areas impacted. For single loads over 9,000 lbs., two layers of 3/4" plywood is required.
16. For projects requiring heavy loads to cross walks tree root ones or lawns. A construction entry road consisting of 10' x 16' oak logging mats on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
17. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.

(USC Arborist, Kevin Curtis, may be contacted at 777-0033, cell 315-0319)



## PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Use of premises.
  - 3. Owner's occupancy requirements.
  - 4. Specification formats and conventions.

### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: WB STADIUM - PROJ TO RPL CEILING SYS & SOFFIT UNDER PRESS BX TW
- B. Project Location: Columbia, South Carolina
- C. Owner: University of South Carolina
  - 1. Owner's Representative: Ann Derrick, Project Manager, Facilities Planning and Construction, University of South Carolina
- D. The Work consists of **WB STADIUM - PROJ TO RPL CEILING SYS & SOFFIT UNDER PRESS BX TW** per the contract documents.
- E. The project will be constructed under a single prime contract.

### 1.3 WORK UNDER OTHER CONTRACTS

- A. Concurrent Work: Owner may elect to award separate contract(s) for other construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract.

### 1.4 USE OF PREMISES

- A. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
  - 2. Driveways 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 storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of Existing Building: Repair damage caused by construction operations. Protect building and its occupants during construction period.

## 1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

## 1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" 2004 Version numbering system.
  - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. 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.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

1.0 GENERAL

1.1 SCOPE: This section lists known special conditions that exist or pertain to the Contract Documents.

1.2 SPECIAL CONDITIONS:

- A. ASBESTOS: It is the intent of the plans and specifications to specify only non-asbestos containing materials.** Asbestos is defined as follows:  
**ASBESTOS** - The asbestiform varieties of serpentine (chrysotile), rie bekite (crocidolite), cummingtonite grunerite (amosite), anthrophyllite, actinolite, and tremolite.  
**Materials containing any form of asbestos in any percentages shall not be used.** PRODUCTS SHALL BE ASBESTOS FREE. Suppliers supplying materials containing asbestos in any form or percentages shall be responsible for the removal of these materials if delivered or installed and any cleanup required, in addition to the installation of asbestos free materials.
- B. HEAVY METALS:** It is the intent of these plans and specifications to specify materials containing NO HEAVY METALS BY DESIGN. Heavy metals are defined as mercury, lead and other metals known to cause bodily harm. Lead products may be used in roofing applications. Lead soldering for any water or waste water is not allowed. Products containing heavy metals may be used only with the written permission of the architect. Cleanup for products, containing heavy metals, installed without written permission shall be at the contractors expense. Installation of new non-heavy metal products shall be at no cost to the owner.
- C. The Contractor, His Subcontractors and/or Personnel Employed by either shall:**
1. Remain in the designated work areas.
  2. Maintain a safe work site at all times.
  3. Schedule all work with the Owner.
  4. Remain fully clothed at all times on or around job site.
  5. Have no verbal contact with students or staff.
  6. Sunday work will be allowed.
  7. In accordance with State Law, this facility is a No Smoking Facility. An exterior smoking area will be established by the Owner and any smoking shall occur at that area.
  8. During rainy weather the general contractor shall maintain adequate forces on the job to keep water out of spaces at tie-ins and other similar areas where construction activities have compromised existing walls and roof systems. Also provide "dams", diversions, etc. as required to keep occupied spaces dry.

3.0 NOT USED

END OF SECTION



1.0 GENERAL

- 1.1 Time for Completion: Attention is directed to the fact that the building and facilities are urgently needed by the Owner and that time is of the essence; for this reason, it shall be agreed that the Contractor shall begin work and complete work as listed in the following schedule:

Building Area	Ordering of Materials	Start Date	Completion Date
ALL	Upon Notice to Proceed		

- 1.2 The following schedule depicts working days per calendar month (noncumulative) that shall be anticipated as normal inclement weather. Such time will not be considered justification for an extension of time. Inclement weather days in excess of normal inclement weather days listed, are justification for extension of time. Inclement weather days on Saturday, Sunday and holidays will not be allowed unless work has been scheduled and the Architect notified prior to said days. Time extensions will be granted only if the critical path has been effected. Extensions of time will be calendar days and not working days. Requests for extensions of time shall be made, in writing, within 21-days of the event (s) giving rise to the request.

Inclement weather days are defined as days, before project "dry-in", in which weather is too cold or too wet for masonry work to occur, provided the critical path is effected. For a wet weather day, to occur  $\frac{1}{4}$ " of rain must fall during that day before 12:00 Noon for it to be considered. Hot weather will not be justification for an inclement weather day.

January	6 Days	July	6 Days
February	5 Days	August	7 Days
March	5 Days	September	5 Days
April	4 Days	October	4 Days
May	5 Days	November	4 Days
June	4 Days	December	5 Days

1.3 SUBSTANTIAL COMPLETION:

- A. The Contractor shall inspect the entire project with his subcontractors. A list of incorrect/incomplete items will be forwarded to the Architect. The Contractor shall immediately start correcting this list and date the items as they are completed. THE ARCHITECT NOR THE ENGINEERS WILL START THEIR PUNCH LIST PRIOR TO RECEIVING THE CONTRACTOR'S COMPLETED LIST.
- B. The final inspection shall be made by the Architect and his consultants after the contractors list with dated corrections is received by the Architect. A list of these incorrect/incomplete items will be forwarded to the contractor.
- C. Contractor shall have 15 calendar days to correct all items on the architect's punch list, and at that time shall certify in writing that all items are correct and complete. Monies will be withheld from the contract until all Punch List items are acceptable by the Architect. The architect, alone, will determine amounts to be withheld and multiply this number by a factor of three (3). A minimum of 2- $\frac{1}{2}$ % of the total project cost will be held until the punch list is 100% complete. Punch list shall be corrected at the owner's convenience. At substantial completion, the facility will be occupied. Therefore, all remaining punch list items following substantial completion will have to be corrected when the facility is not being used by the owner.

END OF SECTION 012000

SCHEDULE OF COMPLETION

012000 - Page 1 of 1



## 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 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 alternate into the Work. No other adjustments are made to the Contract Sum.
  - 3. The Alternates are not in precise order of acceptance and may be accepted, rejected, or deferred in any order.

### 1.3 PROCEDURES

- A. Coordination: Modify 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. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been Accepted, Rejected, or Deferred for later consideration. Include a complete description of negotiated modifications to alternates, if any.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Alternate prices may be held 90-days beyond contract acceptance. Alternate prices listed below shall be good for ninety (90) days beyond the date of contract acceptance. The Owner may accept or reject any or all alternates within the above stated time frame.
- E. Schedule: A schedule of alternates is included at the end of this Section. The related Specification Sections contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES:

- A. **ALTERNATE #1:** The amount added to the base bid to include all work in outlined area on Drawing A901 (outboard of stadium at level 600)

END OF SECTION 012300



PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications. These projects will utilize the AIA Documents listed.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.
- 1.4 CHANGE ORDER PROCEDURES
- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- 1.5 CONSTRUCTION CHANGE DIRECTIVE
- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012400

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Section:
  - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.2 DEFINITIONS

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

### 1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in the Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
    - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided

- within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Addendum, Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

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

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution will not adversely affect Contractor's construction schedule.
    - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - d. Requested substitution is compatible with other portions of the Work.
    - e. Requested substitution has been coordinated with other portions of the Work.
    - f. Requested substitution provides specified warranty.
    - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract Documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Requested substitution will not adversely affect Contractor's construction schedule.
  - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - f. Requested substitution is compatible with other portions of the Work.
  - g. Requested substitution has been coordinated with other portions of the Work.
  - h. Requested substitution provides specified warranty.
  - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500



**SUBSTITUTION REQUEST FORM**

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Drawing</u>	<u>Spec. Sect. No.</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution:

Attach 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.

Fill in blanks below:

A. Does the substitution affect dimensions shown on the Drawings?

Yes \_\_\_\_ No \_\_\_\_

If yes, clearly indicate the changes:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes \_\_\_\_ No \_\_\_\_

C. What effect does substitution have on other Contracts or other Trades?

D. What effect does substitution have on construction schedule?

E. Manufacturer's warranties of the proposed and specified items are:  
Same \_\_\_\_ Different \_\_\_\_ (Explain on attachment.)

F. Reason for request:

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

H. Accurate cost data comparing proposed substitution with product specified:

I. Designation of maintenance services and sources:

(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.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in rejection of proposed substitution.

For Use By Architect:

\_\_\_\_ Accepted

\_\_\_\_ Accepted as Noted

\_\_\_\_ Not Accepted

\_\_\_\_ Received Too Late

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

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

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



## PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. Contractor shall coordinate with owner.

### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets.
  2. Submit the Schedule of Values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Submit draft of AIA Document G703 Continuation Sheets.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. List of Contractor's staff assignments.
  - 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 6. Initial progress report.
  - 7. Report of preconstruction conference.
  - 8. Certificates of insurance and insurance policies.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900



## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 23 Section "HVAC,Ductwork" for general installation, coordination drawings and efforts required with other trades adjacent to ductwork.

### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information from each other during construction.

### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

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

#### 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
  2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
  3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility.

1.5      REQUESTS FOR INFORMATION (RFIs)

- A.      General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1.      Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2.      Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B.      Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1.      Project name.
  - 2.      Project number.
  - 3.      Date.
  - 4.      Name of Contractor.
  - 5.      Name of Architect.
  - 6.      RFI number, numbered sequentially.
  - 7.      RFI subject.
  - 8.      Specification Section number and title and related paragraphs, as appropriate.
  - 9.      Drawing number and detail references, as appropriate.
  - 10.      Field dimensions and conditions, as appropriate.
  - 11.      Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12.      Contractor's signature.
  - 13.      Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C.      RFI Forms: AIA Document G716 or Contractor's software-generated form with substantially the same content as indicated above, acceptable to Architect. Form type will be determined at the Pre-construction Conference.
- D.      Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1.      The following RFIs will be returned without action:
    - a.      Requests for approval of submittals.
    - b.      Requests for approval of substitutions.
    - c.      Requests for coordination information already indicated in the Contract Documents.
    - d.      Requests for adjustments in the Contract Time or the Contract Sum.
    - e.      Requests for interpretation of Architect's actions on submittals.
    - f.      Incomplete RFIs or inaccurately prepared RFIs.
  - 2.      Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - 3.      Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Maintain the log on a daily basis and make available for view to the Architect at any time requested. Submit log monthly. Include the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

#### 1.6 PROJECT MEETINGS

- A. General: Contractor will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  1. Attendees: Authorized representatives of Owner, the Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.



- f. Procedures for RFIs.
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Sustainable design requirements.
  - l. Preparation of record documents.
  - m. Use of the premises.
  - n. Work restrictions.
  - o. Working hours.
  - p. Owner's occupancy requirements.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Procedures for disruptions and shutdowns.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. First aid.
  - y. Security.
  - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and the Commissioning Authority, of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.

- v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Contractor will conduct progress meetings at weekly intervals.
- 1. Attendees: In addition to representatives of Owner, the Commissioning Authority, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.
      - 14) Status of proposal requests.
      - 15) Pending changes.
      - 16) Status of Change Orders.
      - 17) Pending claims and disputes.
      - 18) Documentation of information for payment requests.
  - 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Daily construction reports.
3. Field condition reports.

All Reports are to be processed using Constructware, or as directed by the owner.

- B. Related Section:

1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.

### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.

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

- D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.
2. Paper copies – 3 copies or greater as determined by the Architect.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
- D. Daily Construction Reports: Submit at weekly intervals or as directed by the Architect.
- E. Field Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for all long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include not less than 15 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final completion, and the following interim milestones:
1. Owner Occupancy date(s) if different from the Final Completion date.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
1. Utilize Primavera, Prolog, or other operating system acceptable to the architect and owner.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- A. General: Prepare network diagrams using AON (activity-on-node) format.

- B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and commissioning.
    - j. Punch list and final completion.
    - k. Activities occurring following final completion.
  - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list. Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.



3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Average size of workforce.

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in the Contract Time.

## 2.3 REPORTS

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

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

1.1 SUMMARY

- A. Action Submittals: Information that requires Architect's responsive action.
- B. Informational Submittals: Information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.2 PROCEDURES

- A. Electronic copies of CAD Drawings of the Contract Documents may be provided by Architect for Contractor's use.
- B. Processing Time (not to exceed):
  - 1. Initial Review: 7 days.
  - 2. Resubmittal Review: 10 days.
  - 3. Sequential Review: 21 days.
  - 4. Concurrent Consultant Review: 10 days.
- C. Action Submittals:
  - 1. Number of Copies: Five.
  - 2. Action Submittals:
    - a. Product Data.
    - b. Shop Drawings.
    - c. Samples.
    - d. Product schedule or list.
    - e. Contractor's Construction Schedule.
    - f. Submittals Schedule.
    - g. Application for Payment.
    - h. Schedule of Values.
    - i. Subcontract list.
- D. Informational Submittals:
  - 1. Number of Copies: Five.
  - 2. Informational Submittals:
    - a. Coordination Drawings.
    - b. Contractor's Construction Schedule.
    - c. Qualification data.
    - d. Welding certificates.
    - e. Installer certificates.
    - f. Manufacturer certificates.
    - g. Product certificates.
    - h. Material certificates.
    - i. Material test reports.
    - j. Product test reports.
    - k. Research/evaluation reports.
    - l. Schedule of tests and inspections.
    - m. Preconstruction test reports.
    - n. Compatibility test reports.
    - o. Field test reports.
    - p. Maintenance data.

- q. Design data.
  - r. Manufacturer's instructions.
  - s. Manufacturer's field reports.
  - t. Insurance certificates and bonds.
  - u. Material Safety Data Sheets: Submitted directly to Owner.
- E. Delegated-design submittals.
- F. Contractor's Review:
  - 1. Submittals: Reviewed and marked with approval stamp before submitting to Architect. "Rubber Stamped" submittals will be returned to the contractor un-reviewed.
- G. Architect's Action:
  - 1. Action Submittals: Stamped with an action stamp and returned.
  - 2. Informational Submittals: Reviewed but not returned, or rejected if it does not comply with requirements.
  - 3. Submittals Not Required: May not be reviewed and may be discarded.

END OF SECTION 013300

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Division 01 Section 014001 Section Chapter 1 Inspections and Chapter 17 Special Inspections.
  - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
  - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.

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

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:



1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
  2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 49.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency with special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in:
  - 1. Division 01 Section 014001 Section Chapter 1 Inspections and Chapter 17 Special Inspections.
- B. Special Tests and Inspections: Conducted by a qualified testing agency with special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections,

and in, Division 01 Section 014001 Section Chapter 1 Inspections and Chapter 17 Special Inspections and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000



## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. This Section includes administration and procedural requirements for compliance with the 2006 IBC, Chapter 1 Inspections and Chapter 17 Special Inspections.

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Pre-construction Conference: Upon receipt of the "Notice-to-Proceed" and prior to the start of construction, the contractor shall conduct a Pre-construction Conference per specification section 013100 Project Management and Coordination. It is the responsibility of the contractor to notify the architect of the date and time of this conference in a timely manner. In addition to attendees listed in Section 013100, representatives from the testing company(ies) and the Chapter 1 and Chapter 17 inspection agencies must also be present.
- D. Related Sections include the following:
  - 1. Division 1 Section "Allowances" for testing and inspecting allowances.
  - 2. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections. The special inspector shall continually coordinate with the construction manager for the time and requirements of required inspections.
  - 3. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 4. Divisions 2 through 33 Sections for specific test and inspection requirements.

### 1.3 DEFINITIONS

- A. Agency Approval: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by South Carolina Office of State Engineer (OSE).
- B. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- C. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- D. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- E. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- F. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- G. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- H. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- I. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- K. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- L. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. The special inspector's reports and testing agencies results shall have precedence over reports and test results provided by the contractor.
- D. Where conflict exists between the construction documents and approved shop drawings submittal data, the construction documents shall govern unless the shop drawing/submittal data are more restrictive. All conflicts shall be brought to the attention of the architect.

#### 1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Recognized Agency: For the purposes of this work, only companies utilizing **certified inspectors as designated by the South Carolina Office of State Engineer (OSE)** will be accepted for these special inspections. These Companies are listed on their web site however may not be current. Documentation of the individual's certificates scheduled to perform inspections for this project must be submitted for review by the architect prior to award of this work.
- C. Special Inspectors shall keep and distribute records of inspections. The special inspector shall furnish inspection reports to contractor, architect and owner. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the architect prior to the completion of the phase of the work. A final report documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

- E. Reports: Prepare and submit certified written reports that include, but are not limited to, the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.

*Sample forms are indicated in section 3.4 Testing and Inspection Log and Forms located toward the end of this specification.*

- F. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.



1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
  2. Notify Architect and Construction Manager seven (7) days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven (7) days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 2 through 16.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least Forty Eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
  6. The contractor shall be responsible for costs of: Re-testing and re-inspection of materials, work and/or products that do not meet requirements of the construction documents and shop drawings/submittal data.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with the Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) days of date established for commencement of the Work the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Shall be as listed herein.
- B. Special Tests and Inspections: Conducted by a qualified **special inspector designated by the South Carolina Office of State Engineer (OSE)** as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

**Acceptable companies shall be as designated by the South Carolina Office of State Engineer (OSE).**

3.2 SPECIAL INSPECTIONS REQUIRED CHAPTER 17:

- A. Facility Classification: As stated in Section 1604.5 of the 2006 IBC, this facility is classified as a "Non-Essential Facility".
- B. IBC 2006 Chapter 17 Inspections:

2006 IBC Chapter 17 Special Inspections							
Material/Activity	Type of Inspection	Req'd For Proj.	Ref. IBC Section or Specs	Inspection /Testing By:			
				A/E	Owner's Special Insp	Owner's Test Lab	Contractor / Supplier
Quality Assurance:							
Seismic	Quality Assurance Plan	X	1705		X		
Wind	Quality Assurance Plan	X	1706		X		
Foundations:							
Soil	Compaction of Fill Materials	X	Specs. 1704.7			X	
Soil	Bearing at Bottom of Footing Excavations	X	Specs			X	
Reinf. Bars	Size and Placement in Foundations	X	ACI, Specs	5	X		X
Concrete Construction:							
Concrete	Ready-mix Plant Quality Control	X	Specs	2			X, 1
Concrete	Mix Design Test and Certificates	X	Specs, 1704.4.1	X			X, 1
Reinf. Steel	Shop Drawings or Reinforcing Steel	X	Specs	X			X,1
Reinf. Steel	Placement of Reinforcing Steel	X	1704.4	5	X		

Reinf. Steel	Welding	X	1704.4	2	X		X,1
Formwork	Design, Placement, & Shoring		1906.1		X		X
Formwork	Removal and Reshoring		1906.2				X
Concrete	Test Cylinders	X	1704.4, 1905.6	4		X	
Concrete	Mix proportions & Mix on Delivery Tickets	X	1704.4			X	
Concrete	Slump Test	X	1704.4	4		X	X
Concrete	Placement Procedures	X	1905.9, 1905.10	5	X		
Concrete	Curing Temperatures & techniques	X	1905.11		X		
Precast	Quality control of manufacturer		1704.2	2			X,1
Precast	Shop drawings of pre-cast	X	Specs	X			
Precast	Erection of precast	X	1704.4	5	X		X
Precast	Inspection of Connections	X	1704.4		X		
Anchors	Anchors cast in concrete	X	1912.5	5	X		
<b>MASONRY CONSTRUCTION:</b>							
Inspection Level	Indicate level of Inspection Required (1, 2, na)	X	1404.5.2, 1704.5.3		X		
Quality Assurance	Indicate level of Quality Assurance Required (1, 2, 3, na)	X	1708.1		X		
Clay Masonry	Certificate, Tests & Technical Data	X	1704.5, 1708.1	X			3
Concrete Masonry	Certificate, Tests & Technical Data	X	1704.5, 1708.1	X			3
Reinf. Steel	Shop Drawings	X	Specs	X			
Reinf. Steel	Condition, Size, Location, Spacing of Reinf. Steel	X	1704.5		X		
Anchors	Manufacturer's Data	X	1704.5	X			3
Accessories	Manufacturer's Data	X	Specs	X			3
Mortar & Grout	Mix Design & Data	X	1704.5	X			
Masonry Panel	Masonry Strength		1708.1	2, 4			
Mortar & Grout	Field samples & testing	X	1704.5	4		X	
Foundations	Tolerance inspection	X	Specs	5	X		
Masonry	Placement of units, mortar & accessories	X	1704.5	5	X		
Masonry	Protection of masonry work	X	1704.5	5	X		
Anchorage	Placement of devices	X	1704.5	5	X		
Seismic	Reinforcing (Seismic Design Category "D")	X	1708.2, 1708.3		X		
<b>STEEL CONSTRUCTION:</b>							
Fabricator	Quality control inspection of shop	X	1704.2	2			X, 1
Fasteners	Mfr's Certificate of	X	1704.3	X			3

	Compliance						
Structural Steel	Mfr's Certificate of Compliance	X	1704.3	X			3
Welding Materials	Manufacturer's Certificate of Compliance	X	1704.3	X			3
Details	Shop Drawings Review	X	Specs	X			
Erection	Installation of High Strength Bolts	X	1704.3.3		X		
Erection	Welding	X	1704.3.1, 1707.2		X		
Erection	Steel Framing & Connections	X	1704.3.2	5	X		
Seismic	Structural Steel	X	1707.2, 1708.4	2, 5	X		
Seismic	Cold-formed Framing – Connections	X	1707.4		X		
<b>ADDITIONAL SEISMIC INSPECTIONS:</b>							
Components	Storage Racks & Access Floors (SDC = D)		1707.5		X (Spot)		
Components	Architectural Exterior Cladding (SDC = D)	X	1707.6		X (Spot)		
Components	Mechanical & Electrical – Anchorage (SDC = C)	X	1707.7		X		3
Components	Acoustical Ceilings	X	09510	5	X		3
<b>FIREPROOFING:3</b>							
Spray-on	Manufacturer's data		Specs	X			3
Spray-on	Surface conditions		1704.11.1			X	
Spray-on	Application		1704.11.2			X	3
Spray-on	Thickness		1704.11.3			X	
Spray-on	Density		1704.11.4			X	
Spray-on	Bond Strength		1704.11.5			X	3
GWB Fireproof	Manufacturer's data	X	Specs	X			
GWB Fireproof	Placement of materials	X	Specs		X		3
Firewall Assembly	Manufacturer's data	X	Specs	X			
Firewall Assembly	Placement of materials	X	Specs		X		
<b>SMOKE CONTROL:</b>							
Ducts	Device location and air duct leakage	X	1704.14				X, 7
System	Pressure difference, flow measurements, & detection testing	X	1704.14				X, 7
Controls	Activation sequence	X	1704.14				X, 7

**Special Inspection Notes:**

1. Fabricator, supplier, ready-mixed plant and all other similar plants shall provide certificates, prior to fabrication and submitted with shop drawings, from an approved independent inspection, testing or other quality assurance agency attesting that the plant meets at least one of the following criteria:
  - a. The plant is a certified production plant meeting the quality assurance standards of a recognized national standards organization.

- b. The plant maintains an agreement with an independent inspection or quality assurance agency to conduct periodic in-plant quality assurance inspections. The frequency of these inspections shall not be less than one every six months.
  - c. The plant has an in-shop quality assurance inspection program by an independent testing or quality assurance agency for the work/product to be provided on this project.
2. The Architect and Engineer shall review fabricator/supplier/producer certificates of conformance with appropriate standards of practice and quality assurance.
3. Contractor/supplier shall submit manufacturer's certificate of compliance for the materials/products.
4. Reviews records and test results for conformance for the materials/products.
5. Observes placement and erection of materials during jobsite visits.
6. Unless otherwise noted, the reference numbers listed refer to the 2006 International Building Code (2006 IBC)
7. Special inspection firm shall have expertise in fire protection engineering, mechanical engineering, and certification as an air balancer.

### 3.3 INSPECTIONS REQUIRED CHAPTER 1:

#### A. IBC Chapter 1 Inspections

1. Chapter 1 Inspections for this project shall be provided by individuals approved by Office of State Engineer (OSE). The required Inspections for this project include but are not limited to:
  - 109.3.2 Concrete slab or under floor inspection
  - 109.3.3. Lowest floor elevation.
  - 109.3.4 Frame inspection.
  - 109.3.5 Lath or gypsum board inspection.
  - 109.3.6 Fire-resistant penetrations.
  - 109.3.7 Energy efficiency inspections.
  - 909.3 Special inspection and test requirements (smoke control system)
  - S406.6 Inspection of fill. Placement of the fill material shall be inspected by the code official.

RR109.1.1. Foundation inspection: Inspection of the foundation shall be made after poles or piers or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment.

RR109.1.2 Plumbing, mechanical, gas and electrical systems inspection: Rough inspection of plumbing, appliances are set or installed, and prior to farming inspection.

#### Mechanical Code: M107.1 Required Inspections

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place.
2. Rough-in inspection shall be made after the roof, framing, fireblocking, and bracing are in place and all ducting and other components to be concealed are completed, and prior to the installation of wall or ceiling membranes.

#### Plumbing Code: P107.1 Required Inspection and testing.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place.

2. Rough-in inspection shall be made after the roof, framing, fireblocking, and bracing are in place and all ducting and other components to be concealed are completed, and prior to the installation of wall or ceiling membranes.

Electrical Code:

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place.
2. Rough-in inspection shall be made after the roof, framing, fireblocking, and bracing are in place and all ducting and other components to be concealed are completed and prior to the installation of concealing construction.

### 3.4 TEST AND INSPECTION LOG AND FORMS

- A. Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.
- C. Maintain all logs, inspection reports and related summary sheets as required by Office of State Engineer (OSE). Samples of the required inspection documentation forms are included at the end of this section for information only. The contractor, testing agency and inspectors are required to be familiar with the required forms as well as the current **"INSPECTION PROGRAM MANUAL"**.

### 3.5 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

### 3.6 TESTING AND INSPECTON

- A. Reference related specifications for the minimum level of inspections and testing. Provide additional inspections and testing as necessary to determine compliance with the construction drawings and to satisfy IBC requirements for Chapter1 Inspections and Chapter 17 Special Inspections.

END OF SECTION 014001



## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Reviewed": When used to convey Architect's action on Contractor's submittals, applications, and requests, "reviewed" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated. For standards and publications referenced in Chapter 35 of IBC 2003, and other codes referenced therein, the effective date shall be the date of the standard referenced in that code unless a more current publication is specified in the individual sections of this Project Manual.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office <a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	(888) 293-6498 (202) 512-1530
CRD		
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS) Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Ave, NW Washington DC 20460 <a href="http://www.epa.gov">www.epa.gov</a>	(202) 272-0167
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>  Available from General Services Administration <a href="http://www.fss.gsa.gov">www.fss.gsa.gov</a>  Available from National Institute of Building Sciences <a href="http://www.nibs.org">www.nibs.org</a>	(215) 697-6257 (202) 501-1021 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
ICC-ES ICC	Evaluation Service, Inc. <a href="http://www.icc-es.org">www.icc-es.org</a> (562) 699-0543	(800) 423-6587

MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>	(215) 697-6257
NES	(Formerly: National Evaluation Service) (See ICC-ES)	
OSHA		
UFAS	Uniform Federal Accessibility Standards Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253 (202) 272-0080

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) <a href="http://www.aluminum.org">www.aluminum.org</a>	(202) 862-5100
AAADM	American Association of Automatic Door Manufacturers <a href="http://www.aaadm.com">www.aaadm.com</a>	(216) 241-7333
AGC	Associated General Contractors of America (The) <a href="http://www.agc.org">www.agc.org</a>	(703) 548-3118
AIA	American Institute of Architects (The) <a href="http://www.aia.org">www.aia.org</a>	(800) 242-3837 (202) 626-7300
ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
BHMA	Builders Hardware Manufacturers Association <a href="http://www.buildershardware.com">www.buildershardware.com</a>	(212) 297-2122
CSI	Construction Specifications Institute (The) <a href="http://www.csinet.org">www.csinet.org</a>	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
GANA	Glass Association of North America	(785) 271-0208

	www.glasswebsite.com	
GRI	(Now GSI)	
GS	Green Seal (202) 872-6400 www.greenseal.org	
NGA	National Glass Association www.glass.org	(703) 442-4890
PDCA	Painting & Decorating Contractors of America www.pdca.com (314) 514-7322	(800) 332-7322
UL	Underwriters Laboratories Inc. www.ul.com (847) 272-8800	(800) 285-4476
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
C.	Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.	
BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org (562) 699-0543	(800) 423-6587
NES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CPSC	Consumer Product Safety Commission www.cpsc.gov (301) 504-6816	(800) 638-2772
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense www.dodssp.daps.mil	(215) 697-6257
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration <a href="http://www.osha.gov">www.osha.gov</a>	(800) 321-6742 (202) 693-1999
PHS	Office of Public Health and Science <a href="http://phs.os.dhhs.gov">http://phs.os.dhhs.gov</a>	(202) 690-7694
SD	State Department www.state.gov	(202) 647-4000
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200



## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Section:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Temporary Electricity:
  - 1. Cost: By Contractor.
- C. Temporary Heating:
  - 1. Cost of Energy: By Contractor.
- D. Temporary Cooling:
  - 1. Cost of Energy: By Contractor
- E. Temporary Water Service:
  - 1. Cost of Water Used: By Contractor

### 1.3 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in and ICC/ANSI A117.1.

#### 1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS (where indicated)

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.

#### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

#### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures."



### PART 3 - EXECUTION

#### 3.1      INSTALLATION, GENERAL

- A.    Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1.    Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B.    Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2      TEMPORARY UTILITY INSTALLATION

- A.    General: Install temporary service or connect to existing service.
  - 1.    Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B.    Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1.    Connect temporary sewers to municipal system indicated as directed by authorities having jurisdiction.
- C.    Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
  - 1.    Provide and maintain suitable quality water service for construction operations at time of project mobilization.
  - 2.    Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
- D.    Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E.    Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F.    Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G.    Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1.    Provide power service required from utility source.

2. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
  3. Provide main service disconnect and over-current protection at convenient location and meter.
  4. Permanent convenience receptacles may be utilized during construction.
  5. Provide adequate distribution equipment, wiring and outlets to provide single phase branch circuits for power and lighting.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
  3. Maintain lighting and provide routine repairs.
  4. Permanent building lighting may be utilized during construction.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Architect's office.
    - e. Engineers' offices.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these 3 functions.
  2. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing adequate memory for proper download speeds at each computer.
  3. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing and spam protection in a combined application.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Where required, provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
  3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Provide temporary parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.

- H. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- K. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevators.
- L. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Division 31 Section "Site Clearing."
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000



## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous demolition and construction waste.

### 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

### 1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

## PART 2 - PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.1 IMPLEMENTATION

- A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

### 3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

- C.      Burning: Burning of waste materials is not permitted on Owner's property,
- D.      Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 015240



## 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. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.
- B. Related Sections:
  - 1. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 2. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

### 1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit three copies signed by and surveyor.
- D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

### 1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. 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, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element 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 Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### 1.4 WARRANTY

- A. 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.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."
- 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.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- 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. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. 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.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

3. Inform installers of lines and levels to which they must comply.
  4. Check the location, level and plumb, of every major element as the Work progresses.
  5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
  6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. General: 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 the best possible results. 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.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and 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.
  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.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: 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 days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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 in Finished Areas: 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 assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 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. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. 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. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300





## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

### 1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. 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. Operating elements include the following:
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## 1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. 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.

### 3.3 PERFORMANCE

- 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. 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 as small as possible, neatly to 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. Proceed with patching after construction operations requiring cutting are complete.
- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017310



## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of a building or structure.
  - 2. Demolition and removal of selected site elements.
  - 3. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
  - 2. Division 1 Section "Work Restrictions" for restrictions on use of the premises due to Owner or tenant occupancy.
  - 3. Division 1 Section "Construction Progress Documentation" for preconstruction photographs taken before selective demolition.
  - 4. Division 1 Section "Photographic Documentation" for preconstruction photographs taken before selective demolition.
  - 5. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
  - 6. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
  - 7. Division 2 Section "Building Demolition" for demolition of entire buildings, structures, and site improvements.
  - 8. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.
  - 9. Division 23 Sections for demolishing, cutting, patching, or relocating mechanical items.
  - 10. Division 26 Sections for demolishing, cutting, patching, or relocating electrical items.

### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
  - 1. Coordinate with Owner's historical adviser, who will establish special procedures for removal and salvage.

1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's school faculty and students on-site operations are uninterrupted.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Locations of temporary partitions and means of egress.
  - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Pre-demolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

- B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.7 PROJECT 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. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Hazardous materials are present in building to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 3. If materials suspected of containing 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 will not be permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
  - 1. If possible, retain original Installer or fabricator to patch the exposed Work listed below that is damaged during selective demolition. If it is impossible to engage

original Installer or fabricator, engage another recognized experienced and specialized firm.

- a. Processed concrete finishes.
- b. Stonework and stone masonry.
- c. Matched-veneer woodwork.
- d. Preformed metal panels.
- e. Firestopping.
- f. Window wall system.
- g. Fluid-applied flooring.
- h. Aggregate wall coating.
- i. HVAC enclosures, cabinets, or covers.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.



### 3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
  - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- D. Utility Requirements: Refer to Sections 22 through 26 for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Pest Control: Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.
- C. 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.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - 3. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- D. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- F. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- G. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
  2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: 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.

### 3.5 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. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. 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, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. 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 fire watch and portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
  10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
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.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  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 and cleaned and reinstalled in their original locations after selective demolition operations are complete.

- F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- G. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- H. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- I. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- J. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
  - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- K. Roofing: Remove no more existing roofing than can be covered in one day by new roofing. Refer to applicable Division 7 Section for new roofing requirements.
- L. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

### 3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."
- C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
  - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
  3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Burning: Burning of demolished materials will be permitted only at designated areas on Owner's property, providing required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 017320



### 1.1 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, Instructions to Bidders, General and Supplementary Conditions apply to the Work in this Section the same as if incorporated herein.

## 1.2 DESCRIPTION OF WORK:

Includes the following warranty, which must be signed and notarized by the General Contractor, subcontractors and each supplier on his letterhead stationery.

### 1.3 ASBESTOS FREE WARRANTY:

See Specification Page 017400-2 for warranty.

## PART 2 PRODUCTS

Not Applicable

## PART 3 EXECUTION

Not Applicable

**ASBESTOS FREE CERTIFICATION**

\_\_\_\_\_ (project name)

To the best of our knowledge, we \_\_\_\_\_, having furnished labor, materials, equipment or supplies for the construction of the above referenced project in general accordance with the Contract Documents under contract between the Owner and Contractor, warrant to the Owner with respect to said Work that no materials containing asbestos fibers were incorporated into the Work, and that, to our knowledge and belief, no materials containing asbestos remain in or are covered by the Work.

In witness whereof, we have caused this instrument to be duly executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(COMPANY NAME) \_\_\_\_\_

(POSITION - SUBCONTRACTOR, SUPPLIER, FABRICATOR, ETC.)

\_\_\_\_\_

(MATERIAL SUPPLIED)

\_\_\_\_\_

Capacity on Project (Contractor/Subcontractor/Supplier):

\_\_\_\_\_

\_\_\_\_\_  
Type Name of Company Representative

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
General Contractor Signature

\_\_\_\_\_  
General Contractor Notary Public



PART 1 GENERAL

1.1 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, Instructions to Bidders, General and Supplementary Conditions apply to the Work in this Section the same as if incorporated herein.

1.2 DESCRIPTION OF WORK:

Includes the following warranty, which must be signed and notarized by the General Contractor, subcontractors and each supplier on his letterhead stationery.

1.3 LEAD FREE WARRANTY:

See Specification Page 017500-2 for warranty.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

Not Applicable

**LEAD FREE CERTIFICATION**

\_\_\_\_\_ (project name)

To the best of our knowledge, we \_\_\_\_\_, having furnished labor, materials, equipment or supplies for the construction of the above referenced project in general accordance with the Contract Documents under contract between the Owner and Contractor, warrant to the Owner with respect to said Work that no materials containing lead paint were incorporated into the Work, and that, to our knowledge and belief, no materials containing lead remain in or are covered by the Work.

In witness whereof, we have caused this instrument to be duly executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(COMPANY NAME) \_\_\_\_\_

(POSITION - SUBCONTRACTOR, SUPPLIER, FABRICATOR, ETC.) \_\_\_\_\_

(MATERIAL SUPPLIED) \_\_\_\_\_

Capacity on Project (Contractor/Subcontractor/Supplier): \_\_\_\_\_

\_\_\_\_\_  
Type Name of Company Representative

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_)

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
General Contractor Signature

\_\_\_\_\_  
General Contractor Notary Public

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- 1. Inspection procedures.
- 2. Warranties.
- 3. Final cleaning.

- B. Related Sections include the following:

- 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Complete final cleaning requirements, including touchup painting.
- 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

- 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

- 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
- 2. Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

- 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element.
  - 3. Include the following information at the top of each page:

- a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

#### 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - c. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - d. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish glass, taking care not to scratch surfaces.
  - e. Remove labels that are not permanent.
  - f. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - g. Leave Project clean and ready for occupancy.
  
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700



## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections:
  - 1. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal: Contractor shall submit one paper copy set of marked-up record prints. Architect will review and indicate whether general scope of changes and additional information recorded are acceptable.
    - b. Final Submittal: Contractor shall submit within 30 days after substantial completion, one durable reproducible record drawing set showing all significant changes to the Work made during construction. Drawings shall be stamped as "Project Record Drawings". Print each Drawing, whether or not changes and additional information were recorded. In addition, the contractor shall provide one electronic file copy of the record documents in DWG format. The electronic DWG files shall be suitable for use on Autocad, version 2004 or later and not in "read only" or write protected" format.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

- b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
- 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- 1. Record Prints: Organize record prints and newly prepared and record Drawings into a durable reproducible manageable set. Bind the set with a durable paper cover sheet. Include identification on cover sheets.
  - 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Construction Manager.
    - e. Name of Contractor.

### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839



LIST OF DRAWINGS:

<u>DRAWING</u>	<u>DESCRIPTION</u>
T101	TITLE, INDEX & ABBREVIATIONS
A401	BUILDING SECTION
A901	REFLECTED CEILING PLANS
A902	CEILING DETAILS
A903	CEILING DETAILS

END OF SECTION 018000



1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 specification sections, apply to work of this section.

1.02 QUALITY ASSURANCE:

- A. Fire-Resistance Standards: Where plaster fireproofing is indicated for a fire-resistance rating, including those required to comply with governing regulations, provide materials and installation identical with assemblies which have been tested and defined in publications by recognized rating authorities. Comply with applicable design numbers of "Fire Resistance Index" by Underwriters Laboratories (UL).
- B. Manufacturer: Provide cementitious fireproofing as defined in the current UL Directory, by Underwriters Laboratories, Inc., by one of the following:  
  
Isolatec International, Inc.  
Grace Construction Products  
Carbolite, Inc.
- C. Provide products containing no detectable asbestos as determined according to the method specified in 40 CFR 763, Subpart E, Appendix E, Section 1, "Polarized Light Microscopy."

1.03 SUBMITTALS

- A. Product Data: Submit 2 copies of manufacturer's product specifications and installation instructions for each product, including data showing compliance with the requirements. Distribute an additional copy of each installation instruction to the installer.
- B. Shop Drawings: Show extent of sprayed fire-resistive material for each construction and fire-resistance rating, applicable fire-resistive design designations of a qualified testing and inspecting agency acceptable to authorities having jurisdiction, and minimum thicknesses.
- C. Test Reports: Submit laboratory test report or manufacturer's certification including required test results.

2.00 PRODUCTS

2.01 MATERIALS:

- A. Structural Steel Protection - Sprayed-On Fireproofing: Comply with ANSI A42.1 and A42.2 (as applicable) for cements, aggregates and other ingredients of plaster (fireproofing mixes, and provide either neat or ready-mixed products). Where more than one choice of materials is indicated, selection is Installer's option provided the indicated fire-resistance requirements are fulfilled. Products shall be as follows:
  - 1. Cafco 300 by Isolatec, International, Inc.
  - 2. Monokote by W.R. Grace
  - 3. Pyrolite 15 by Carbolite, Inc.

- B. Fireproofing shall have been tested by UL in accordance with the procedures of ASTM E-119, with material having been sprayed onto structural members with proper thickness to provide full coverage.
- C. Bonding Materials: Comply with manufacturer's recommendations and fire-resistance rating limitations for the use of adhesive, bond coats and similar materials to ensure bond of fireproofing to substrate with bonding strength of not less than 20 times the weight of fireproofing. Comply with ASTM E-736 and ASTM E-760.
- D. Fireproofing will be in contact with existing fireproofing on site and shall be compatible with existing fireproofing without causing deleterious effects of either new or existing.

### 3.00 EXECUTION

#### 3.01 PREPARATION

- A. Examination of Substrates: The installer must examine the substrate and the conditions under which the fireproofing work is to be performed, and notify the contractor in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Coordination: Proceed with fireproofing only after clips, brackets, hangers, piping penetrations and similar interruptions of the substrates have been installed, and prior to installation of ductwork, major piping, equipment and similar work which is near the substrate and would obstruct the proper installation of the fireproofing.

#### 3.02 APPLICATION

- A. General: Application of sprayed fireproofing shall be in accordance with printed instructions of material manufacturer for the storage, handling, mixing, placement and curing of fireproofing materials.
- B. Thickness of material shall be tested under Owner testing.

#### 3.03 CUTTING AND PATCHING:

- A. Cut, patch, repair and point-up fireproofing as required and as necessary to accommodate other work. Repair cracks and indented surfaces. Point-up surfaces around items which are built into or penetrate surfaces. Repair or replace the work to eliminate blisters, buckles, excessive craze cracking, dry outs, efflorescence, sweat outs and similar imperfections. Repair or replace the work as necessary to comply with specified fire-resistance ratings.

#### 3.04 CLEANING AND PROTECTION:

- A. Remove temporary covering and whatever other provisions were made to minimize spattering of fireproofing on other work. Repair surfaces which have been stained, marred or otherwise damaged during the work. When fireproofing is completed, remove unused materials, containers, and equipment and debris.
- B. Installer must advise Contractor of requirements for protection of fireproofing from deterioration and damage during remainder of construction period.

END OF SECTION 072500

1.0 GENERAL

1.01 SCOPE: This Section covers all flashing and sheet metal to be furnished.

1.02 SUBMITTALS:

- A. Shop Drawings: Indicate material types, sizes, shapes, thicknesses, finishes, fabrication details, anchors, connections, expansion joints and relation to adjacent work. Details and profiles shall be drawing at full size scale.
- B. Product Data: Indicate product description, finishes and installation instructions, including interface with adjacent materials and surfaces.
- C. Samples: Submit as follows:
  - 1. Special finishes: 6" x 6" samples of manufacturer's standard and premium colors for Architect's color selection.
  - 2. Manufactured items: 1'-0" length in style and finishes specified.

1.03 DELIVERY, STORAGE AND HANDLING:

- A. Handle materials to prevent damage to surfaces, edges and ends of sheet metal items. Reject damaged material and remove from project site.

1.04 JOB CONDITIONS:

- A. Protect prefinished and previously finished surfaces from damage or staining during performance of flashing and sheet metal work. Repair or replace damaged work to original condition.
- B. Prevent accumulation of solder, sealant, bitumen, or other materials on finished or exposed surfaces. Remove misplaced materials immediately.

1.05 WARRANTIES:

- A. Warrant flashing and sheet metal work to be free of defects in materials and workmanship. Warranty period shall be two years.
- B. Finish warranty: Warrant fluoropolymer coating to be free of checking, crazing, or peeling, chalking and fading, in accordance with coating manufacturer's standard warranty.

2.0 PRODUCTS

2.01 SHEET METAL MATERIALS:

- A. Architectural Metals: Shall be .040" (18 ga.) pre-finished aluminum where shown on plans and as required for details, provided by same manufacturer as Exterior Linear Metal Ceilings.

2.02 Fasteners: Same material or compatible with sheet metal being fastened.

- A. Nails: Flathead, needle point, not less than 12 ga. and of sufficient length to penetrate substrate 1" minimum.

- B. Expansion shields: Lead or bronze sleeves.
- C. Screws: Self-tapping type, with round heads.
- D. Bolts: Furnished complete with nuts and washers.
- E. Rivets: Round head, solid shank.
- F. Blind clips and cleats: Same gauge as sheet metal.
- G. Termination Bar: 1" high, continuous.

2.03 FINISHES:

- A. Pre-finished Metals: Manufacturer's standard Kynar 500 finish, colors shall be selected by the architect from manufacturer's full range of standard colors.

2.04 SHEET METAL FABRICATION:

- A. Fabricate sheet metal work in accordance with approved shop drawings and industry standards. Form sheet metal work with clear, sharp and uniform arises. Hem exposed edges.
- B. Make joints in aluminum sheets less than 0.040" thickness using flat seams, 3/4" in width. Fill seams with exterior sealant. Make joints in thicker sheets using seams or by Tungsten Arc Welding (TIG) or Gas Metal Arc Welding (MIG) process, using appropriate filler alloy.
- C. Provide linear sheet metal items in minimum 10'-0" sections except as otherwise noted. Form flashing using single pieces for the full width. Install coping covers, gravel stops, etc. in symmetrical distances from edges. Verify layouts with the architect prior to installation.

3.0 EXECUTION

3.01 SHEET METAL INSTALLATION:

- A. Install work in accordance with approved shop drawings and industry standards and SMACNA Sheet Metal Practices. Sheet metal items shall be true to line, without buckling, creasing, warp, wind or other deformation in finished surfaces.
- B. Perform field joining of lengths as specified for shop fabrication. Factory form and join interior and exterior corners and similar transactions.
- C. Isolate dissimilar materials to prevent electrolysis. Separate using bituminous paint or roofing felt, or uncured 40 mil membrane waterproofing.
- D. Seaming: Form seams in direction of flow. Seams shall be flatlock with cleats filled with exterior sealant. Lap seams occurring in members sloping 45° or more 4" minimum and bed in flashing cement.
- E. Secure sheet metal items using continuous cleats, clips and blind fasteners as indicated. No exposed face fastening shall be performed.
- F. Fastening:

1. Nails: Confine to one edge only of flashing 1'-0" or less in width. Space Nails at 4" o.c. maximum. Provide neoprene washers for nails.
  2. Cleats: Continuous, formed to profile of item being secured.
  3. Clips: Minimum 2" wide by 3" long formed to profile of item being secured. Space at 2'-0" o.c. maximum.
- G. Form joints in linear sheet metal to allow for 1/2" minimum expansion at 20'-0" o.c. maximum and 8'-0" from corners. Provide 6" wide backup plate at intersections. Form plates to profile of sheet metal item. Set plate in three beads of sealant in addition to 40 mil uncured Permaply.

END OF SECTION 076000





1.0 GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification sections, apply to work of this section.

1.02 SCOPE OF WORK

- A. Work includes sealing (caulking) of joints where indicated on drawings, specified herein, and where required for a complete weather tight installation. Typical locations include, but are not necessarily limited to, the following:
  - 1. Exterior and interior perimeter of hollow metal door frames.
  - 2. Exterior and interior perimeter of Aluminum Entrances and Storefront Work.
  - 3. Control and Expansion Joints.
  - 4. Metal Cap Flashings
  - 5. Perimeter of Aluminum Windows
  - 6. Where one partition or wall abuts another and is not structurally bonded.

1.03 DEFINITIONS:

- A. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extendibility under tension, compressibility and recovery; shall be designed to make joints air and water tight. Material is designed generally for application to joints at exterior of structures and for other joints subject to movement.
- B. Caulking compound: A material used in filling joints and seams, having properties of adhesion and cohesion; shall not be required to have extensibility and recovery properties, usually applied to joints at interior of structures.
- C. Caulk: The process of filling joints, without regard to type of material.
- D. Joint failure: A caulked joint exhibiting one or more of the following characteristics:
  - 1. Leaks air and/or water
  - 2. Sealant migrates
  - 3. Sealant loses adhesion
  - 4. Sealant loses cohesion
  - 5. Sealant does not cure
  - 6. Sealant discolours
  - 7. Sealant stains adjacent work
  - 8. Sealant develops bubbles, air pockets or voids.

1.04 SUBMITTALS:

- A. Manufacturer's Data: Submit two copies of manufacturer's specifications, recommendations and installation instructions for sealant and associated miscellaneous material required. Include manufacturer's published data, or letter of certification, or certified test laboratory report indicating that material complies with requirements and is intended generally for applications shown. Show by transmittal that one copy of each recommendation and instruction has been distributed to Installer.
- B. Approval of Applicator: A letter on manufacturer's letterhead signed by an active company administrator certifying that applicator is approved at the time of bidding by manufacturer.

C.      Color Samples:

1.      Submit samples of manufacturer's standard and special colors as indicated at least 30 days prior to commencement of application.
2.      Samples shall be actual materials or literature depicting actual material colors. Architect reserves the right to reject work not in conformance with selected colors, based upon samples submitted.
3.      Should Contractor select a manufacturer meeting specified requirements, except for minimum color range requirements, he shall be responsible for furnishing special colors within range requirements. Special colors shall be submitted for Architect's acceptance.

D.      Warranty: A warranty from the applicator upon completion guaranteeing the water tightness of the sealant installation for a period of five (5) years assuming responsibility for prompt and complete repair of any leaks occurring during this period. In addition, provide a letter on the manufacturer's letterhead at project close-out stating that work has been accomplished in accord with this specification and with manufacturer's application directive.

1.05      DELIVERY, STORAGE AND HANDLING

- A.      Comply with manufacturer's instruction regarding environmental conditions under which materials may be stored.

1.06      JOB CONDITIONS:

A.      Weather Conditions

1.      Install no materials under adverse weather conditions, or when temperatures are below or above those recommended by the manufacturer.
2.      Proceed with work only when forecasted weather conditions are favorable for joint cure and development of high early bond strength.
3.      Wherever joint width is affected by ambient temperature variations, install materials only when temperatures are in lower third of manufacturer's recommended installation temperature. Coordinate time schedule with Contractor to avoid delay of project.

B.      Protection of adjacent surfaces:

1.      Protect by applying masking materials or manipulating application equipment to keep materials in joint. If masking materials are used, allow no tape to touch cleaned surfaces to receive sealant. Remove tape immediately after caulking, before surface skin begins to form.
2.      Remove misapplied sealants from surfaces using solvents and methods recommended by manufacturer.
3.      Restore surfaces from which sealants have been removed to original condition and appearance.

1.07      SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A.      Manufacturer of sealant materials shall provide the services of a factory representative who shall conduct on site check of caulking work to determine compliance with manufacturer's application directive.

1.08    APPLICATORS

- A.      Subcontract the caulking and sealing work to a firm experienced in the application of the types of materials required, employing skilled tradesmen for the work and who are approved by the manufacturer of the materials.

2.0    PRODUCTS

2.01   MATERIALS

- A.      Sealant for Exterior Work: Provide two-component Polyurethane-based elastomeric sealant complying with FS TT-S-00227E, Type II (Non-Sag), Class A, and ANSI A116.1.

These materials shall be of sufficient strength and hardness to withstand stiletto heel traffic without damage or deterioration of sealer system.

DYNATROL II	by Pecora Corporation
SONOLASTIC NP II	by Sonneborn-Contech
DYMERIC II	by Tremco

2.02   COLORS:

- A.      As selected by Architect from manufacturer's standard selection.
- B.      Colors of sealants are multicolor and shall match masonry, windows, metal roof and other separate finishes as selected by the architect.

2.03   COMPATIBILITY:

- A.      Before purchase of the specified sealant, investigate its compatibility with the joint surfaces, joint fillers and other materials behind or below the joint in the construction. Provide only materials (manufacturer's recommended variation of the specified materials) which are known to be fully compatible with the actual installation conditions, as shown by the manufacture's published data or certification.

2.04   ACCESSORY MATERIALS:

- A.      Joint Cleaner: Type recommended by sealant manufacturer for substrates indicated.
- B.      Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
- C.      Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self adhesive tape where applicable.
- D.      Sealant Backer Rod: Compressible rod stock of polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam as recommended by sealant manufacturer for compatibility with sealant material. Provide size and shape of rod to control joint depth, break bond at bottom of joint, form optimum shape of bead on back size to minimize possibility of extrusion when joint is compressed..
- E.      Tooling agent: Agent recommended by sealant manufacturer to insure contact of material with inner joint faces.

- F. Divider strips: Synthetic rubber or closed cell synthetic foam not less than 1/6" thick and full depth of sealant; approved by manufacturers of dissimilar materials as being compatible with each other.

### 3.0 EXECUTION

#### 3.01 JOB MOCKUP:

- A. Prepare, caulk and finish one sample of each joint condition.
- B. Sample joints shall be accepted by Architect prior to beginning work. Retain approved samples as a standard for work.
- C. Only neatly tooled joints will be accepted.

#### 3.02 JOINT SURFACE PREPARATION

- A. Installer must examine joint surfaces, backing and anchorage of units forming sealant rabbet and conditions under which sealant work is to be performed and notify Contractor in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with sealant work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- B. Clean joint surfaces immediately before caulking joints. Remove dirt, insecure coatings, moisture and other substances which could interfere with bond
- C. Etch concrete and masonry joint surfaces to remove excess alkalinity, unless sealant manufacturer's product data indicates that alkalinity does not interfere with bond and performance. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution; rinse with clean water and allow to dry before caulking.
- D. Roughen joint surfaces on vitreous coated and similar non-porous materials, unless sealant manufacturer's product data indicates equal bond strength as porous surfaces. Rub with fine abrasive cloth or wool to produce dull sheen.

#### 3.03 APPLICATION

- A. Comply with Sealant Manufacturer's printed instructions except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.
- B. Prime or Seal joint surfaces where recommended by sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
- C. Install Sealant Backer Rod for all caulking materials, except where recommended to be omitted by sealant mfg. for application indicated.
- D. Employ installation techniques which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joints to form a slight cove, so that joint will not trap moisture and dirt. Tool sealant as recommended by sealant manufacturer.

- E. Do not allow materials to overflow or spill onto adjoining surfaces. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces.
- F. Remove excess and misplaced materials as work progresses. Clean adjoining surfaces to eliminate evidence of misplaced materials, without damage to adjacent surfaces or finishes.
- G. Cure Sealants in compliance with manufacturer's product data to obtain high early bond strength, internal cohesive strength and surface durability.
- H. Install sealants to depths as shown, or, if not shown, as recommended by the sealant manufacturer.
- I. Installer shall advise contractor of procedures required for protection of sealants and caulking compounds during construction period, so that they will be without deterioration or damage (other than normal weathering) at time of Owner's acceptance.

END OF SECTION 079000



## 1.0 GENERAL

### 1.01 SUMMARY

#### A. Section includes:

1. Metal ceiling panels.
2. Suspension system.
3. Wire hangers, vertical struts, carrier channels, wall angle moldings and accessories.

### 1.02 RELATED SECTIONS

- A. Section 076000 – Flashing and Sheet Metal
- B. Section 079000 – Caulking and Sealants

### 1.03 PRODUCT SUBSTITUTIONS

- A. Prior Approval: Unless otherwise provided in the Contract documents, proposed product substitutions may be submitted no later than TEN (10) working days prior to the date established for receipt of bids. Acceptability of a proposed substitution is contingent upon the Architect's review of the proposal for acceptability and approved products will be set forth by the Addenda. If included in a Bid are substitute products which have not been approved by Addenda, the specified products shall be provided without additional compensation.
- B. Submittals which do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section, including but not necessarily limited to, the following: Single source materials suppliers (if specified in Section 1.5); panel design, size, composition, color, and finish; suspension system component profiles and sizes; compliance with the referenced standards.

### 1.04 REFERENCES

#### A. American Society for Testing and Materials (ASTM)

1. C 423 - Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
2. C 635 - Standard Specification for the manufacture, performance, and testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
3. C 636 - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
4. E 84 - Test Method for Surface Burning Characteristics of Building Materials.
5. E 580 - Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels in Areas Requiring Seismic Restraint.
6. E 795 - Practices for Mounting Test Specimens During Sound Absorption Tests.

### 1.05 SUBMITTALS

- A. Product data: Submit manufacturer's technical data for each type of ceiling unit and suspension system required.

- B. Samples: Manufacturers standard samples including suspension, panels and colors.
- C. Installation Instructions: Submit manufacturer's installation instructions as referenced in Part 3, Installation.
- D. Shop Drawings: Reflected ceiling plan and section drawings indicating ceiling layouts, dimensions, and perimeter conditions. Show sizing and spacing of all carriers, stabilizer bars, vertical struts, hanger wires, seismic bracing, accessories, etc. necessary for complete installed system. Provide manufacturer's sealed engineered drawings demonstrating compliance with specified wind loads and seismic category.
- E. Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards.

#### 1.06 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide Connections metal ceiling and suspension components produced by a single manufacturer with resources adequate to deliver a product of consistent quality in terms of appearance and physical properties for all project scopes and scales without risk of delay or interruption.
- B. Fire Performance Characteristics: Identify ceiling components with appropriate applicable, testing, including:
  - 1. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with Class "A" fire performance as follows:
    - a. Flame Spread: 25 or less
    - b. Smoke Developed: 50 or less
- C. Seismic Performance: System seismic performance verified through full-scale testing in accordance with ICC-ES-AC-156 Acceptance Criteria for Seismic Qualification Testing of Non-Structural components. System shall be designed in accordance with manufacturer's seismic details to meet Seismic Design Class "D".
- D. Wind Resistance Performance: System shall be designed in accordance with manufacturer's details to withstand wind speed of 115 MPH.

#### 1.07 PROJECT CONDITIONS

- A. Environmental Requirements:
  - 1. Deliver materials in manufacturers original packaging, unopened and undamaged.
  - 2. Store materials in an enclosed dry location at room temperature and protect from soiling, damage, moisture and humidity.
  - 3. Space Enclosure: Building areas to receive ceilings shall be free of construction dust and debris. Products may be installed where temperatures are between 32°F (0°C) and 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Such installations shall not be exposed to abnormal conditions, namely: chemical fumes, presence of standing water, or contact with moisture, as could result from condensations or building leaks.



4. Exercise care in handling components to prevent damage to the surfaces and edges and prevent distortion or other physical damage.

#### 1.08 WARRANTY

- A. Ceiling System: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to:
  1. Rust and manufacturing defects.
- B. Warranty Period:
  1. Ceiling System: Two (2) years from date of installation.
- C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

#### 1.09 MAINTENANCE

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
  1. Ceiling Units: Furnish quantity of full-size units equal to 2.0 percent of amount installed.
  2. Suspension System Components: Furnish quantity of each exposed suspension component equal to 1.0 percent of amount installed.
- B. Deliver extra stock to Owner's representative.

### 2.0 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Subject to compliance with the specifications, provide ceiling systems by one of the following:
  1. Hunter Douglas
  2. Armstrong
  3. Morin Metals
  4. Approved Equals as noted in addenda only.

#### 2.02 MATERIALS

- A. Specification basis of design is "Luxalon" metal ceiling system manufactured by Hunter Douglas Architectural Products, Inc., 5015 Oakbrook Parkway, Suite 100, Norcross, GA 30093, USA. Ph. (800) 366-4327.

B. CEILING PANEL MATERIALS:

1. Panel Profile Type: Box 8, roll formed, .032 inch thick aluminum with square edges; 7 5/32 inch wide, 5/8 inch deep with 27/32 inch reveal to form an 8 inch module for exterior installations with square edges and integral filler strips.
2. Panel length: 16 feet standard or longer as conditions require.
3. Box flat recessed closure: 5/8 inch wide roll-formed aluminum hat-shaped closure panel to snap-fit between ceiling panels; black finish.
4. Panel Finish: Factory applied Luxalon polyester paint finish. Colors as selected by the architect from the manufacturer's standard colors.
5. Perforation: Perf 124 standard perforation pattern.

C. ACCESSORIES:

1. Panel Splices: Manufactured from 0.025 inch thick aluminum 8-3/4 inches long coated with finish identical to linear metal panels, with profile compatible with linear panels.
2. End Plugs: Manufactured from 0.025 inch thick aluminum with square edges. Coated identical to linear metal panels.
3. Perimeter Trim:
  - a. Perimeter Caps: Manufactured from 0.025 inch thick aluminum 2 inch I.D. by 1-5/8 inch top flange by 1 inch bottom flange in lengths matching panels. Coated identical to linear metal panels.
  - b. Wall Angles: Manufactured from 0.025 inch thick aluminum 15/16 inch wide by 15/16 inch high by lengths matching panels with hemmed edges. Coated identical to linear metal panels.

2.03 SUSPENSION SYSTEM MATERIALS:

- A. Carrier: Universal hat shaped, .038 inch roll-formed aluminum section with hook shaped tabs spaced to receive ceiling panels at 2 inch on center and 27/32 inch apart. Support holes spaced 4 inch on center. Finish: Factory applied black enamel.
- B. Hanger Wire: 12 gage galvanized carbon steel hanger wire.
- C. Seismic / Wind Uplift Compression Struts: As required for Seismic Design Class "D" and Wind Uplift for Columbia, SC as required by the 2006 IBC.
- D. Stabilizer Bars: Manufactured from 0.025 inch thick aluminum. Coated with black polyester enamel.
- E. Expansion Carrier: Manufactured to an inverted "U" shape from 0.040 inch thick aluminum 144 inches long with integral carrier tabs spaced 4-1/8 inches. Coated with black polyester enamel.

2.04 CEILING SYSTEM ACCESSORY MATERIALS

- A. Panel Splice: Formed aluminum insert designed to snap-fit between ends of two ceiling panels.
  1. Finish: matching ceiling panels
- B. Access Door: 2 feet x 2 feet aluminum access frame with hinges and retainer clip for downward acting access panel to plenum space. Provide ten (10) as directed by the architect.

### 3.0 EXECUTION

#### 3.01 EXAMINATION

- A. Installer must inspect the area where the ceiling system is to be installed for conditions that may affect the work and notify the Contractor in writing of any unsatisfactory conditions before proceeding.
- B. All work above the ceiling system is to be satisfactorily completed prior to start of the ceiling installation.
- C. All unsatisfactory conditions potentially affecting the ceiling system are to be corrected prior to the start of ceiling installation.

#### 3.02 PREPARATION

- A. Verify and confirm ceiling layouts by actual field measurements to balance borders and minimize out-of-square conditions. Coordinate all work that penetrates the ceiling.
- B. Ceiling systems shall be properly laid out per the manufacturer's installation instructions or as shown on the approved shop drawings.

#### 3.03 INSTALLATION

- A. Suspension System:
  - 1. Symmetrical Carriers: Installed at spacing determined by manufacturer's wind load calculations, by direct suspension from existing structure with not less than 12 gauge hanger wires wrapped tightly 3 full turns within 1" of height and spaced to match vertical struts. Hanger wire shall be mechanically attached to structure above using pre-drilled 1/4" steel expansion anchors (Hilti HHDA or equal for anchorage in cracked concrete).
  - 2. Vertical Struts: In addition to hanger wires, provide manufacturer's vertical channel struts, mechanically attached to structure above and spaced per manufacturer's wind load calculations.
  - 3. Stabilizer Bars: Installed perpendicular to symmetrical carrier and spaced per manufacturer's wind load calculations.
  - 4. Install seismic/wind uplift struts at exterior locations at spacings to comply with the 2006 IBC and per Seismic Design Class "D".
- B. Linear Metal Panels and Accessories:
  - 1. Linear Metal Panels:
    - a. Attach to main carrier tabs and connect with Panel Splices with joints staggered in adjacent rows.
  - 2. Slip-on Moldings: Install on exposed ends of panels.
  - 3. End Plugs: Installed on exposed ends of panels.
  - 4. Wall Channels: Installed on vertical surfaces intersecting system by appropriate method in accordance with industry accepted practice.
  - 5. Access Panels: Installed in accordance with manufacturers recommendations.
- C. Install ceiling panels and trim pieces with neat, tight joints and to comply with approved details.

1. Scribe and cut panels as necessary to fit at borders and other penetrations and install panel splices to comply with manufacturers' instructions.
2. Install end caps and edge molding trim at perimeter of linear metal ceiling system and at other locations where required to conceal edges of ceiling

#### 3.04 ADJUSTING AND CLEANING

- A. Adjust ceiling components to provide a consistent finish and appearance in conformity with pre-established tolerances and requirements. All panels showing signs of damage, either in finish or in form are to be replaced. All exposed surfaces are to be cleaned of any dirt, grease, fingerprints and marks or other imperfections with cleaning materials recommended by the manufacturer.

END OF SECTION 095423

