

PROJECT MANUAL

FOR



**UNIVERSITY OF
SOUTH CAROLINA**

STATE PROJECT NO. H27-Z232

Coliseum Roof Repair

701 Assembly St. Columbia, SC 29201

March 15, 2015

REI PROJECT NO. 15CHS-030



SC Engineers COA #1906

REI ENGINEERS

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ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

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AN EMPLOYEE-OWNED COMPANY

TABLE OF CONTENTS**PROJECT NAME:** Coliseum Roof Repair**PROJECT NUMBER:** H27-Z232

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
Table of Contents	2
Invitation for Construction Services (SE-310).....	1
Instructions to Bidders (AIA Document A701 – 1997 Edition)	6
OSE Form 00201 - Standard Supplemental Instructions to Bidders.....	9
Bid Bond (AIA A310)	1
Lump Sum Bid Form (SE-330)	6
Standard Form of Agreement between Owner and Contractor (AIA Document A101 – 2007 Edition)	7
OSE Form 00501 - Standard Modifications to Agreement Between Owner and Contractor	3
General Conditions of the Contract for Construction (AIA Document A201 – 2007 Edition)	38
OSE Form 00811 - Standard Supplementary Conditions.....	21
USC Supplementary Conditions.....	5
Performance Bond (SE-355).....	2
Labor & Material Payment Bond (SE-357)	2
Change Order to Construction Contract (SE-380)	1

TECHNICAL SPECIFICATIONS

DIVISION 00

Introductory Information

00 01 07	Seals Page
00 01 10	Table of Contents
00 01 15	List of Drawings

Environmental Information

00 31 23	Existing Asbestos Information
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Project Forms

00 62 33	Coating Manufacturer's Acknowledgement
00 65 36	Contractor's Five Year Warranty
00 65 37	Asbestos Free Warranty

DIVISION 01 GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 14 00	Work Restrictions
01 21 00	Allowances
01 22 00	Unit Prices
01 23 00	Alternates
01 31 00	Project Management and Coordination
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	References
01 50 00	Temporary Facilities and Controls
01 73 29	Cutting and Patching
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07 01 50	Preparation for Roof Repairs and Coating
07 52 16	Modified Bitumen Roofing
07 56 00	Fluid Applied Coating

CONTRACT DRAWINGS

SE-310

INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: Coliseum Roof RepairPROJECT NUMBER: H27-Z232PROJECT LOCATION: Columbia, SCBID SECURITY REQUIRED? Yes No PERFORMANCE BOND REQUIRED? Yes No PAYMENT BOND REQUIRED? Yes No

NOTE: Contractor may be subject to a performance appraisal at the close of the project.

CONSTRUCTION COST RANGE: \$ 200K - \$300K

DESCRIPTION OF PROJECT:

Base Bid will include: Sector A (Approximately 89,100 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.

Alternate No. One will include: Sector A (Approximately 22,600 square feet): Provide new modified bituminous wall flashings; prepare existing roof substrate; provide new roof coating at outer 20 foot perimeter of Sector, and accessories to provide a complete, watertight, 5-year warrantable roof assembly. Small and minority business participation is encouraged.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: <http://purchasing.sc.edu> (See Facilities Construction Solicitations & Awards)

PLAN DEPOSIT AMOUNT: \$ _____ IS DEPOSIT REFUNDABLE Yes No N/A

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders WILL WILL NOT be via email or website posting.

IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:

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

A-E NAME: REI EngineersA-E CONTACT: Keith ParkerA-E ADDRESS: Street/PO Box: 2090 Executive Hall Rd., Suite 165City: Charleston State: SC ZIP: 29414-EMAIL: kparker@reiengineers.comTELEPHONE: 843-225-6272 ext. 103 FAX: 843-225-6273AGENCY: University of South CarolinaAGENCY PROJECT COORDINATOR: Juaquana BrookinsADDRESS: Street/PO Box: 743 Greene StreetCity: Columbia State: SC ZIP: 29208-EMAIL: jbrookin@mailbox.sc.eduTELEPHONE: 803-777-3596 FAX: 803-777-7334PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 9/15/2015 TIME: 10:00AMPLACE: 743 Greene St, Conf Rm 53, Columbia, SC 29208BID CLOSING DATE: 9/29/2015 TIME: 2:00PMPLACE: 743 Greene St, Conf Rm 53, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Juaquana BrookinsUSC - Facilities743 Greene St, Columbia, SC 29208

MAIL SERVICE:

Attn: Juaquana BrookinsUSC - Facilities743 Greene St, Columbia, SC 29208

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

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

A701

Instruction to Bidders
(1997 Edition)

Original AIA Document on file at the office of
University of South Carolina
743 Greene Street
Columbia, South Carolina 29208

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

AGENCY: University of South Carolina

PROJECT NAME: Coliseum Roof Repair

PROJECT NUMBER: H27-Z232

PROJECT LOCATION: Columbia, SC

PROCUREMENT OFFICER: Juaquana Brookins

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 the 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 Notice of Intent to Award (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.

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.

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

- 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—
 - a. Those prices;
 - b. The intention to submit an bid; or
 - c. The methods or factors used to calculate the prices offered.
 2. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- 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.
 - a. 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.a, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
 - b. As an authorized agent, does certify that the principals referenced in subdivision B.2.a 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
 - c. 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-
- a. Bidder and/or any of its Principals-
 - (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (ii) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) 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.a.(ii) of this provision.
 - b. 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, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

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

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 a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- D. 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 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 IRAN DIVESTMENT ACT CERTIFICATION

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. The list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

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.

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

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.

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.

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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 shall 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 identify only those 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.

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

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

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.

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-responsive

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.*

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

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."*

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

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

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

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

Address of Building: 743 Greene St, Columbia, SC 29208

WEB site address (if applicable): http://purchasing.sc.edu

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,
- 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.

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

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

END OF DOCUMENT

AIA 310

Bid Bond

(2010 Edition)

Original AIA Document on file at the office of

University of South Carolina

743 Greene Street

Columbia, South Carolina 29208

SE-330 LUMP SUM BID FORM

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

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: University of South Carolina
(Owner's Name)

FOR: PROJECT NAME: Coliseum Roof Repair
PROJECT NUMBER: H27-Z232

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the 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 11-35-3030(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:

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

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

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the 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):* Sector A
(Approximately 89,100 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.

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

(Bidder - insert Base Bid Amount on line above)

SE-330
LUMP SUM BID FORM

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

ALTERNATE # 1 (Brief Description): Sector A (Approximately 22,600 square feet): Provide new modified bituminous wall flashings; prepare existing roof substrate; provide new roof coating at outer 20 foot perimeter of Sector, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.

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

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

ALTERNATE # 2 (Brief Description): _____

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

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

ALTERNATE # 3 (Brief Description): _____

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

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

§ 6.3 **UNIT PRICES:**

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

<u>No.</u>	<u>ITEM</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	<u>Repair and or replacement of base flashings</u>	<u>LF</u>	<u>\$</u>	<u>\$</u>
<u>2.</u>	_____	_____	<u>\$</u>	<u>\$</u>
<u>3.</u>	_____	_____	<u>\$</u>	<u>\$</u>
<u>4.</u>	_____	_____	<u>\$</u>	<u>\$</u>
<u>5.</u>	_____	_____	<u>\$</u>	<u>\$</u>
<u>6.</u>	_____	_____	<u>\$</u>	<u>\$</u>
<u>7.</u>	_____	_____	<u>\$</u>	<u>\$</u>
<u>8.</u>	_____	_____	<u>\$</u>	<u>\$</u>

**SE-330
LUMP SUM BID FORM**

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

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

SUBCONTRACTOR CLASSIFICATION By License Classification and/or Subclassification <i>(Completed by Owner)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME <i>(Must be completed by Bidder)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID		
ALTERNATE #1		
ALTERNATE #2		
ALTERNATE #3		

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 FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Owner developed list of contractor/subcontractor specialties by contractor license category and/or subcategory for which bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty..
 - a. **Column A:** The Owner fills out this column, which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license categories or subcategories listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
 - b. **Columns B and C:** In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Owner in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without more may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina Contractor's license with the license classification and/or subclassification identified by the Owner in the first column on the left. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a listed specialty 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. **Use of Multiple Subcontractors:**
 - a. 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**". Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If bidder intends to use multiple entities to perform the work for a single 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 names of each entity listed for that specialty. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.

SE-330 LUMP SUM BID FORM

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

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to 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 45 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 amount of \$ 250.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

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

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

**SE-330
LUMP SUM BID FORM**

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

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

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

A101

Standard form of Agreement Between Owner
and Contractor
(2007 Edition)

Original AIA Document on file at the office of
University of South Carolina
743 Greene Street
Columbia, South Carolina 29208

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGENCY: University of South Carolina

PROJECT NAME: Coliseum Roof Repair

PROJECT NUMBER: H27-Z232

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 as provided in Section 9(a) of the Bid Form (SE-330) for this Project shall be measured from the Date of Commencement. 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%).”
- 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.”*

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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: Sr. Project Manager

Address: 743 Greene St, Columbia, SC 29208

Telephone: 803.777.7076

FAX: _____

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: Dale Branham

Title: Manager - Preventative Maintenance

Address: 743 Greene St, Columbia, SC 29208

Telephone: 803.777.1288

FAX: _____

Email: branhamd@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: _____

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: Keith Parker

Title: Senior Project Manager

Address: 2090 Executive Hall Rd., Suite 165

Telephone: 843.225.6272

FAX: 843.225.6273

Email: kparker@reiengineers.com

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND
CONTRACTOR

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

Invitation for Construction Services (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)

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

END OF DOCUMENT

A201

General Conditions of the Contract for
Construction
(2007 Edition)

Original AIA Document on file at the office of
University of South Carolina
743 Greene Street
Columbia, South Carolina 29208

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

AGENCY: University of South Carolina

PROJECT NAME: Coliseum Roof Repair

PROJECT NUMBER: H27-Z232

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.

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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, as documented by invoices, and the allowances under Section 3.8.2.1.

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 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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."*

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 which 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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 *Add the following Section 5.2.6:*

5.2.6 The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

3.45 *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 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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

3.46 *Delete the last sentence of Section 5.4.1.*

3.47 *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.

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

3.49 *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.

3.50 *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-380 "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;
- .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.

3.51 *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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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 expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

7.2.5 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.

3.52 *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.

3.53 *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:

- .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.

3.54 *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.

3.55 *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:

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

- .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.

3.56 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.

3.57 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.

3.58 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.

3.59 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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

3.60 *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.

3.61 *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.

3.62 *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,"

3.63 *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.

3.64 *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

3.65 *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.

3.66 *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 have been delivered to the Owner.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

3.68 *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 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.

3.69 *In the second sentence of Section 9.8.5, delete the words “and consent of surety, if any.”*

3.70 *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.”*

3.71 *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.

3.72 *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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.73 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.

3.74 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.

3.75 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.

3.76 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.

3.77 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.

3.78 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.

3.79 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

3.80 Delete the language of Section 10.3.6 and substitute the word "Reserved."

3.81 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.

3.82 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

- (1) COMMERCIAL GENERAL LIABILITY:
- (a) General Aggregate (per project) \$1,000,000
 - (b) Products/Completed Operations \$1,000,000
 - (c) Personal and Advertising Injury \$1,000,000
 - (d) Each Occurrence \$1,000,000
 - (e) Fire Damage (Any one fire) \$50,000
 - (f) Medical Expense (Any one person) \$5,000
- (2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
- (a) Combined Single Limit \$1,000,000
- (3) WORKER'S COMPENSATION:
- (a) State Statutory
 - (b) Employers Liability \$100,000 Per Acc.
..... \$500,000 Disease, Policy Limit
..... \$100,000 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.

3.83 *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 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.

3.84 *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.

3.85 *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.

3.86 *Delete the language of Section 11.3.1.2 and substitute the word "Reserved."*

3.87 *Delete the language of Section 11.3.1.3 and substitute the word "Reserved."*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.88 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.

3.89 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.

3.90 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.

3.91 Delete the language of Section 11.3.5 and substitute the word "Reserved."

3.92 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.

3.93 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.

3.94 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.

3.95 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.

3.96 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.97 *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.

3.98 *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.

3.99 *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.

3.100 *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.

3.101 *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.*

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

unless otherwise provided in the Contract Documents.

3.103 *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.

3.104 *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.

3.105 *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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.106 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.

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.

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

Unless expressly provided otherwise,

3.108 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
- 15.6.5** Service of Process

3.109 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.

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

3.111 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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)

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)

3.112 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
- .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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.113 *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.

3.114 *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”*

3.115 *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.

3.116 *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.*

3.117 *In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”*

3.118 *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.

3.119 *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.

3.120 *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.

3.121 *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;
- .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.

3.122 *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.

3.123 *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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

3.124 *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.

3.125 *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.

3.126 *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.

3.127 *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.

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

3.129 *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 waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

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

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

3.131 *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.*

3.132 *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.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- 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.
- 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.

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

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.

3.133 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)*

The inspections required for this Work are:

(Indicate which services are required and the provider)

- Civil: _____
- Structural: _____
- Mechanical: _____
- Plumbing: _____
- Electrical: _____
- Gas: _____
- Other *(list)*: _____

Remarks: _____

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)*

Ten Thousand Dollars _____

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

See Specification Section 01 77 00. _____

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)*

See Specification Section 01 33 00. _____

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)*

See Specifications. _____

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

None _____

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

None _____

USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

WORK AREAS

1. The Contractor shall maintain the job site in a safe manner at all times. This includes (but is not limited to) the provision and/or maintenance of lighting, fencing, barricades around obstructions, and safety and directional signage.
2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies, stairs and exterior walks. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the work area. Providing safe, accessible, plywood-shielded pedestrian ways around construction may be required if a suitable alternative route is not available.
3. 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. The lay-down area will be clearly identified to the contractor by the Project Manager, with a sketch or drawing provided to USC Parking Services. In turn, Parking Services will mark off this area with a sign containing the project name, Project Manager's name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the Project Manager. The area will be maintained in a neat and orderly fashion.
4. Work vehicles parked in the lay down area (or designated parking areas) will be clearly marked and display a USC-furnished placard for identification. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage. Refer to the CAMPUS VEHICLE EXPECTATIONS (below) for additional information.
5. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied on a regular basis. 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 job sites regularly and will fine any contractor found to be in violation of this requirement an amount of up to \$1,000 per violation.
6. Where it is necessary to jump curbs, dimensional lumber and plywood must be built up to appropriate curb elevation to protect curbs from damage. Contractor will be responsible for any project related damage.
7. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

PROJECT FENCING

8. All construction projects with exterior impacts shall have construction fencing at the perimeter. Fencing shall be 6' chain link with black or green privacy fabric (80-90% blockage). For fence panels with footed stands, sandbag weights shall be placed on the inside of the fence. Ripped sandbags shall be replaced immediately.
9. For projects with long fencing runs and/or high profile locations, decorative USC banners shall be used on top of privacy fabric; banners should be used at a ratio of one banner for every five fence

panels. USC Project Manager will make arrangements for banner delivery for Contractor to hang.

10. The use of plastic safety fencing is discouraged and shall only be used on a temporary basis (less than four weeks) where absolutely necessary. Safety fencing shall be a neon yellow-green, high-visibility fencing equal to 'Kryptonight' by Tenax. Safety fencing shall be erected and maintained in a neat and orderly fashion throughout the project.
11. Vehicles and all other equipment shall be contained within a fenced area if they are on site for more than 3 consecutive calendar days.

BEHAVIOR

12. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited.
13. 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.
14. Contractor's employees must adhere to the University's policy of maintaining a drug-free and tobacco-free campus. Tobacco product trash that is found on the jobsite may result in a \$25/piece fee.

HAZARDOUS MATERIALS & SAFETY COMPLIANCE

15. A USC Permit to Work must be signed prior to any work being performed by the general contractor or sub-contractor(s).
16. The contractor will comply with all regulations set forth by OSHA, EPA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). Upon request, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
17. Contractor must notify the University immediately upon the discovery of suspect material which may contain asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
18. In the event of an OSHA inspection, the Contractor shall immediately call the Facilities Call Center, 803-777-4217, and report that an OSHA inspector is on site. An employee from USC's Safety Unit will arrive to assist in the inspection.

LANDSCAPE & TREE PROTECTION

19. In conjunction with the construction documents, the USC Arborist shall direct methods to minimize damage to campus trees. Tree protection fencing is required to protect existing trees and other landscape features to be affected by a construction project. The location of this fence will be evaluated for each situation with the USC Arborist, Landscape Architect and Project Manager. Tree protection fencing may be required along access routes as well as within the project area itself. Fence locations may have to be reset throughout the course of the project.
20. The tree protection fence shall be 6' high chain link fence with 80-90% privacy screening unless otherwise approved by USC Arborist and/or Landscape Architect. If the tree protection fence is completely within a screened jobsite fence perimeter, privacy fabric is not required. In-ground

fence posts are preferred in most situations for greater protection. If utility or pavement conflicts are present, fence panels in footed stands are acceptable. See attached detail for typical tree protection fencing.

21. No entry, vehicle parking, 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.
22. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following protective measures shall be taken:
 - a. For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over 4" of mulch.
 - b. For single loads over 9,000 lbs., two layers of 3/4" plywood shall be placed over 4" of mulch.
 - c. Plywood sheets shall be replaced as they deteriorate or delaminate with exposure.
 - d. For projects requiring heavier loads, 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.
23. Damage to any trees during construction shall be assessed by the USC Arborist, who will stipulate what action will be taken for remediation of damage. The cost of any and all remediation will be assumed by the contractor at no additional cost to the project. Compensation for damages may be assessed up to \$500 per caliper inch of tree (up to 8") and \$500 per inch of diameter at breast height (for trees over 8").
24. Damage to trunks and limbs, as well as disturbance of the root zone under the dripline of tree, including compaction of soil, cutting or filling, or storage of materials, shall qualify as damage and subject to remediation.
25. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

TEMPORARY FACILITIES

26. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
27. Contractor must provide its own electrical power supply. Water may be available to the extent of existing sources. Any needed or desired taps, connections, or metering devices, shall be at the sole expense of the contractor.
28. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

CAMPUS KEYS

29. 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.

WELDING

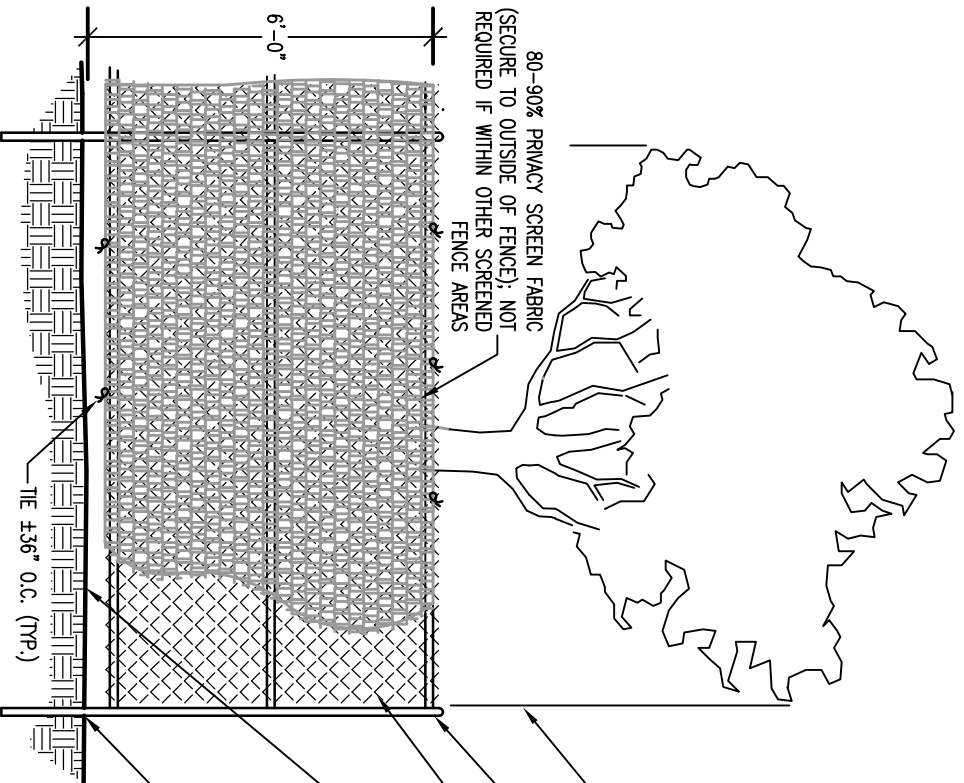
30. A welding (hot work) permit must be issued by the University Fire Marshall before any welding can begin inside a building. The USC Project Manager will coordinate.

PROJECT EVALUATION & CLOSE-OUT

31. For all projects over \$100,000, including IDCs, a Contractor Performance Evaluation (SE 397) will be 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 by the USC Project Manager and a Construction Performance rating will be established.
32. 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.

CAMPUS VEHICLE EXPECTATIONS

33. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage.
34. All motorized vehicle traffic on USC walkways and landscape areas must be approved by the USC Project Manager and Parking Division, have a USC parking placard, and be parked within the approved laydown area. Violators may be subject to ticketing, towing and fines.
35. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
36. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held responsible for damages and restoration expense.
37. 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.
38. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
39. All incidents of property damage shall be reported to Parking Services or the Work Management Center.



TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NOTES:

1. PROVIDE PROTECTION FENCING FOR ALL TREES WITHIN AREA OF DISTURBANCE AND CONSTRUCTION ACCESS.
2. PROTECTION FENCING SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
3. PROTECTION FENCING TO BE PLACED AT THE OUTSIDE OF THE CANOPY DRIPLINE, OR AT A DISTANCE OF ONE FOOT PER ONE INCH OF TREE DIAMETER, MEASURED AT BREAST HEIGHT, WHICHEVER IS LARGER, UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY UNIVERSITY ARBORIST.
4. IN-GROUND POSTS ARE STANDARD. IF EXISTING ROOTS, UTILITIES OR PAVEMENT PRECLUDE USE OF IN-GROUND POSTS, FOOTED STANDS ARE ACCEPTABLE. SAND BAGS SHALL BE PLACED ON THE INSIDE OF FENCE.
5. DAMAGE TO ANY TREES DURING CONSTRUCTION SHALL BE ASSESSED BY UNIVERSITY ARBORIST AND THE UNIVERSITY ARBORIST SHALL STIPULATE WHAT ACTION WILL BE TAKEN FOR REMEDIATION OF DAMAGE. THE COST OF ANY AND ALL REMEDIATION WILL BE ASSUMED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
6. DISTURBANCE OF ROOT ZONE UNDER DRIPLINE OF TREE, INCLUDING COMPACTION OF SOIL, CUTTING OR FILLING OR STORAGE OF MATERIALS SHALL QUALIFY AS DAMAGE AND SUBJECT TO REMEDIATION.

SE-355
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

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

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: University of South Carolina

Address: 743 Greene Street

Columbia, SC 29208

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: Coliseum Roof Repair

State Project Number: H27-Z232

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form:

Base Bid will include: Sector A (Approximately 89,100 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.

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

Name: REI Engineers

Address: 2090 Executive Hall Rd., Suite 165

Charleston, SC 29414

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

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

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

BOND NUMBER _____

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

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

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

SE-357

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

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

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: University of South Carolina

Address: 743 Greene Street

Columbia, SC 29208

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: Coliseum Roof Repair

State Project Number: H27-Z232

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form:

Base Bid will include: Sector A (Approximately 89,100 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.

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

Name: REI Engineers

Address: 2090 Executive Hall Rd., Suite 165

Charleston, SC 29414

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**
(shall be no earlier than Date of Contract)

BOND NUMBER _____

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 §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:

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

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

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

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

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

5.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

13. DEFINITIONS

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

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

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

SE-380

CHANGE ORDER NO.: _____

CHANGE ORDER TO CONSTRUCTION CONTRACT

AGENCY: University of South Carolina

PROJECT NAME: Coliseum Roof Repair

PROJECT NUMBER: H27-Z232

CONTRACTOR: _____ CONTRACT DATE: _____

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

ADJUSTMENTS IN THE CONTRACT SUM:

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

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:	
2. Sum of previously approved increases and decreases in Days:	Days
3. Change 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: _____

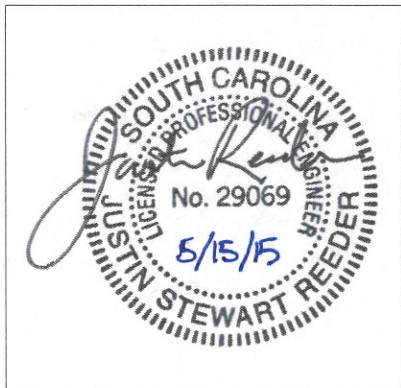
- Change is within Agency Construction Contract Change Order Certification of: \$ _____
- Change is not within Agency Construction Contract Change Order Certification of: \$ _____

Office of the State Engineer Authorization for change exceeding Agency Construction Contract Change Order Certification:

AUTHORIZED BY: _____ DATE: _____
(OSE Project Manager)

SECTION 00 01 07

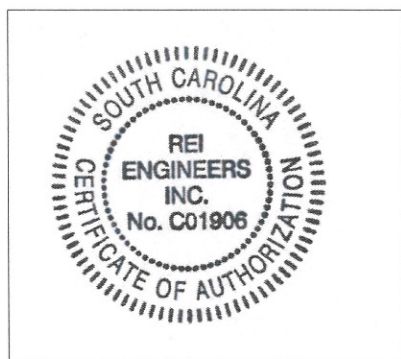
SEALS PAGE



PROFESSIONAL ENGINEER



REGISTERED ROOF CONSULTANT



SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION

END OF SECTION 00 01 07

SECTION 00 01 10

TABLE OF CONTENTS

DIVISION 00 TECHNICAL SPECIFICATIONS

Introductory Information

00 01 07 Seals Page.....
00 01 10 Table of Contents
00 01 15 List of Drawings.....

Environmental Information

00 31 23 Existing Asbestos Information

Project Forms

00 62 33 Coating Manufacturer’s Acknowledgement.....
00 65 36 Contractor’s Five Year Warranty
00 65 37 Asbestos Free Warranty

DIVISION 01 GENERAL REQUIREMENTS

01 11 00 Summary of Work.....
01 14 00 Work Restrictions.....
01 21 00 Allowances
01 22 00 Unit Prices
01 23 00 Alternates
01 31 00 Project Management and Coordination.....
01 33 00 Submittal Procedures.....
01 40 00 Quality Requirements.....
01 42 00 References
01 50 00 Temporary Facilities and Controls
01 73 29 Cutting and Patching
01 74 00 Cleaning and Waste Management.....
01 77 00 Closeout Procedures

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07 01 50 Preparation for Roof Repairs and Coating
07 52 16 Modified Bitumen Roofing
07 56 00 Fluid Applied Coating

CONTRACT DRAWINGS

END OF SECTION 00 01 10

This specification is developed solely for this project. Client shall hold REI Engineers, Inc. harmless for any errors, omissions or liability associated with reuse.

SECTION 00 01 15

LIST OF DRAWINGS

PART 1 GENERAL

The following drawings and details are included as part of the Contract Documents:

Drawing	Description	Date
R-001	Cover Sheet	05-15-2015
R-101	Roof Plan	05-15-2015
R-201	Roof Details	05-15-2015

END OF SECTION 00 01 15

SECTION 00 31 23
EXISTING ASBESTOS INFORMATION

Description HAZMAT SURVEY - COLISEUM ROOF

Site	COLUMBIA	Assigned To	JPROVENCE
Building	084 CAROLINA COLISEUM	Crew	HAZMAT
Floor	ROOF	Start Date	21-JAN-15
Room:		Priority	2
Equipment		Due date	22-JAN-15
		Request Date	21-JAN-15
		by	BRANHAMD

Request #	FM00478127	Description	HAZMAT SURVEY - COLISEUM ROOF
Parent WO #			

CP Number	CP00421241	FY15 - COLISEUM ROOF ENGINEERING ANALYSIS
------------------	------------	---

State/Internal Project Number

Requestor		Project Manager	BRANHAM, DALE
Telephone		Telephone	777-1288
Alternate		Estimated Cost	\$ 2,100.00
Telephone		Billing	FIXED PRICE
Non-Available Time		50000-A000-57140 (FACILITIES BUSINESS & FINANCE)	

Task List

DATE WORK STARTED	CAUSE
DATE WORK COMPLETED	CONDITION
EQUIPMENT	
CLOSING REMARKS	
BENCHSTOCK MATERIALS	
Qty	Description
	Price Per Unit

Supervisor's Approval _____

Note Date	Title
27-JAN-15	HAZMAT SURVEY RESULTS
SURVEY DATE: 1/22/15	
INSPECTOR #: BRIAN WOOD (GR-00052)	
STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR ASBESTOS AND THE RESULTS FOLLOW.	
HIGH ROOF	
SILVER PAINT – POSITIVE FOR ASBESTOS	
ROOF PATCHING MATERIAL (GLASS/TAR) – POSITIVE FOR ASBESTOS	
FELT – POSITIVE FOR ASBESTOS	
ROOF MEMBRANE – NEGATIVE FOR ASBESTOS	
BASESHEET #1 – NEGATIVE FOR ASBESTOS	
BASESHEET #2 – NEGATIVE FOR ASBESTOS	
ROOF INSULATION – NEGATIVE FOR ASBESTOS	
ROOF WALK MATS (TAR) – NEGATIVE FOR ASBESTOS	
COPING CAULK – NEGATIVE FOR ASBESTOS	

GRAY CAULK – NEGATIVE FOR ASBESTOS

LOW ROOF

BASESHEET – POSITIVE FOR ASBESTOS
WALL FLASHING /CEMENT – POSITIVE FOR ASBESTOS
SILVER PAINT – POSITIVE FOR ASBESTOS
COPING CAULK – POSITIVE FOR ASBESTOS
ROOF MEMBRANE – NEGATIVE FOR ASBESTOS

THE FOLLOWING MATERIAL HAS BEEN TESTED FOR LEAD AND THE RESULTS FOLLOW.

BROWN ROOF PAINT – NEGATIVE FOR LEAD

INSPECTOR'S NOTES:

PER DISCUSSION WITH DALE BRANHAM (PROJECT MANAGER), THE MATERIALS FROM BOTH THE HIGH AND LOW BUILT-UP ROOFS WILL BE MANAGED AND DISPOSED OF AS ASBESTOS-CONTAINING MATERIAL.

IF YOU ENCOUNTER ANY OTHER MATERIALS IN PLACE AND DEEM THEM SUSPECT FOR ASBESTOS AND/OR LEAD, PLEASE STOP WORK AND CONTACT THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT.

PLEASE NOTE THAT THE MATERIAL QUANTITY PROVIDED ON THE FIELD SHEET IS ONLY AN ESTIMATE FOR SAMPLING PURPOSES. THE QUANTITY SHOULD BE FIELD VERIFIED FOR ALL OTHER PURPOSES INCLUDING ABATEMENT.

REFER TO THE SURVEY RESULTS ATTACHED TO THE WORK ORDER FOR DETAILED INFORMATION.

07-APR-04 ASBESTOS MAY BE PRESENT IN THIS BUILDING

WARNING - ASBESTOS EXPOSURE ALERT - EXPOSURE TO ASBESTOS MAY BE HARMFUL TO YOUR HEALTH.

AS OF 4/1/2004 THE FOLLOWING AREAS WITHIN THE BUILDING HAVE BEEN IDENTIFIED BY SURVEY TO CONTAIN ASBESTOS:

BLDG 084 COLISEUM
MECHANICAL ROOM--> ARENA LEVEL [80 LIN. FT.]

PLEASE NOTE - IDENTIFICATION OF ASBESTOS CONTAINING COMPONENTS WITHIN THIS STRUCTURE DOES NOT SPECIFICALLY EXCLUDE THE PRESENCE OF ASBESTOS WITHIN OTHER AREAS.

THE FOLLOWING COMMON TYPES OF BUILDING COMPONENTS COULD CONTAIN MATERIALS THAT, WHEN DISTURBED, MIGHT EXPOSE YOU TO ASBESTOS:

1. FLOOR TILE
2. PIPE INSULATION
3. BLACK MASTIC
4. HVAC DUCT MASTIC
5. SPRAYED-ON FIREPROOFING
6. SPRAYED-ON CEILINGS
7. SHEETROCK JOINT COMPOUND

BEFORE DISTURBING THESE TYPES OF COMPONENTS, CONFIRM THAT THEY DO NOT CONTAIN ASBESTOS AND TAKE PROPER PRECAUTIONS AT ALL TIMES.

25-OCT-13 ASBESTOS IN JOINT COMPOUND

ASBESTOS CONTAINING JOINT COMPOUND HAS BEEN FOUND IN THIS BUILDING. DO NOT CUT, SAND OR DRILL WALLS. FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT THE USC HAZMAT PROGRAM.

10-AUG-10 2009-10-23 BLDG COMPONENT ASBESTOS/LEAD EXPOSURE UPDATE

BELOW ARE THE ASBESTOS AND LEAD TESTING RESULTS FOR THE CAROLINA COLISEUM:

SHEET ROCK: NEGATIVE FOR ASBESTOS CONTAINING MATERIALS
JOINT COMPOUND: POSITIVE FOR ASBESTOS CONTAINING MATERIALS
CEILING TILE: NOT SUSPECT FOR ASBESTOS CONTAINING MATERIALS

WHITEL WALL PAINT: NEGATIVE FOR LEAD BASE PAINT

THERE IS FLOOR TILE AND BLACK MASTIC IN THE BUILDING THAT IS POSITIVE FOR ASBESTOS CONTAINING MATERIALS

MOST OF THE BUILDING IS BUILT OUT OF BLOCK WALL MATERIAL THAT IS NOT SUSPECT FOR ASBESTOS

NO DRILLING INTO THE JOINT COMPOUND MATERIAL WHERE SHEET ROCK IS LOCATED

IF YOU AND/ OR CONTRACTORS NEED TO DISTURB ANY MATERIALS YOU DEEM SUSPECT THAT ARE NOT LISTED ABOVE, STOP WORK AND CONTACT THE ASBESTOS PROGRAM MANAGER, 777-1208. IF YOU NEED TO DISTURB ANY MATERIAL LISTED AS POSITIVE, YOU MUST CONTACT THE ASBESTOS PROGRAM MANAGER TO ARRANGE FOR REMOVAL. THIS INFORMATION MUST BE PASSED ALONG TO ALL CONTRACTORS, SUB-CONTRACTORS, AND INDIVIDUALS WORKING IN THIS BUILDING

SECTION 00 62 33

COATING MANUFACTURER'S ACKNOWLEDGMENT

Owner: University of South Carolina

Project Name: Coliseum Roof Repair

Project Address: 701 Assembly St. Columbia, SC 29201

Roofing Contractor: _____

Address: _____

Telephone: _____

Facsimile: _____

This is to advise the Owner that having thoroughly reviewed the Specifications and Drawings contained within the Project Manual dated March 12, 2015 for the above-titled project, we acknowledge that the coating system(s) and flashing system(s) specified are suitable for use on this project. Having reviewed the project requirements in detail, the Manufacturer will provide a written response to the Engineer seven days prior to the bid date, if conflicts between the Manufacturer's requirements occur with the above listed documents.

1. The manufacturer certifies that the installer is approved, authorized, or licensed by manufacturer to install specified roof system and is eligible to receive the specified manufacturer's warranty.
2. The manufacturer will comply with the specified requirements for on-site technical support.

_____ is hereby designated as our Liaison on this project.
(Print or type name of Liaison)

Telephone

Facsimile

Roof Manufacturer's Company Name

Roof Manufacturer Representative's Signature

Date

Roof Manufacturer Representative's Name

Title

Roof Manufacturer's Address

Telephone

Facsimile

END OF SECTION 00 62 33

SECTION 00 65 36

CONTRACTOR'S FIVE-YEAR WARRANTY

Know all men by these presents, that we, (Contractor) _____, having installed coating system and flashings on the Coliseum Roof Repair under contract between University of South Carolina (Owner) and Contractor, warrant to the Owner with respect to said work that for a period of five (5) years from date of substantial completion, the work shall be absolutely watertight and free from any and all leaks, provided however the following are excluded from this Warranty:

- a. Defects or failures resulting from abuse by the Owner.
- b. Defect in design involving failure of (1) structural frame, (2) load bearing walls, and (3) foundations.
- c. Damages caused by fire, tornado, hail, hurricane, acts of God, wars, vandalism, riots or civil commotion.

We, Contractor, agree that should any leaks occur in the work we will perform emergency repairs within 24 hours notice and perform permanent repairs within a reasonable time in a manner to restore the work to a watertight condition by methods compatible to the system and acceptable under industry standards and general practice, all at no expense to the Owner.

We, Contractor, further agree that for a period of five (5) years from date of substantial completion referred to above, we will make repairs at no expense to the Owner to any defects which may develop in the work including but not limited to delaminating of membrane, voids, dry laps, blisters, wrinkles, fish-mouths, ridges, splits and loose flashing in a manner compatible to the system and acceptable under industry standards and general practice as established by the Engineer.

Signature: _____ Title: _____

_____ State
 _____ County

I, _____, a Notary Public for _____ County, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 20_____.

 Notary Public (OFFICIAL SEAL)

My commission expires _____, 20_____.

SECTION 00 65 37

ASBESTOS FREE WARRANTY

Owner: University of South Carolina
Project Name: Coliseum Roof Repair
Project Address: 701 Assembly St. Columbia, SC 29201
Project Manual Date: March 12, 2015

Date of Substantial Completion: _____

Know all men by these present that we, _____
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)

having furnished labor, materials, equipment and/or supplies; removed existing roof system; installed new roof system and/or miscellaneous roof system components; from, to and/or on the above referenced Project under contract between the Owner and Contractor, warrant to Owner with respect to said work that no materials containing asbestos fibers were incorporated into the work.

Exceptions: _____
If there are no exceptions, state "No Exceptions" here.

Signature: _____

Title: _____

_____ State _____ County	
I, _____, a Notary Public for _____ County, _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.	
Witness my hand and official seal, this _____ day of _____, 20____.	
_____ Notary Public	(OFFICIAL SEAL)
My commission expires _____, 20____.	

END OF SECTION 00 65 37

DIVISION 01 GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Name: Coliseum Roof Repair
- B. Project Address: 701 Assembly St. Columbia, SC 29201
- C. Owner: University of South Carolina
- D. Engineer: The Contract Documents, dated May 15, 2015, were prepared by REI Engineers.
- E. This work includes the provision of all labor, material, equipment, supervision and administration to integrate the work outlined in this project manual into the total building system such that no leakage into the system occurs. In general, the scope of work in the **Base Bid** will include
 - 1. Sector A (Approximately 89,100 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.
- F. This work includes the provision of all labor, material, equipment, supervision and administration to integrate the work outlined in this project manual into the total building system such that no leakage into the system occurs. In general, the scope of work in the **Alternate One** will include
 - 1. Sector A (Approximately 22,600 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating at outer 20 foot perimeter of Sector, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.
- G. Asbestos Containing Roofing Materials (ACRM):
 - 1. The presence of Asbestos Containing Roofing Materials (ACRM) has been detected in test samples identified in Section 00 31 23.
 - 2. The intent of the Work is to not disturb Asbestos Containing Roofing Materials (ACRM). **The existing materials shall be encapsulated by the fluid applied coating.**
 - 3. Contractor responsibilities include the following:
 - a. The contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, transporting, disposal, and protection of workers, visitors, to the site, and persons occupying areas adjacent to the

site. Matter of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work.

4. Submittals required:

a. Training

- i. The contractor shall submit copies of supervisor(s) and workers certificated from an DHEC approved course for each employee who will disturb asbestos as evidence that each asbestos employee is accredited as required by USC.

b. Asbestos Abatement Work Plan

- i. The contractor shall submit a detailed written work plan outlining the asbestos abatement sequencing, method(s) of removal, work areas, etc. must be accepted in writing by the owner prior to start of any asbestos work.

c. Asbestos Waste Shipment

- i. The contractor shall submit the asbestos waste manifest within five days of the final waste disposal if not previously submitted.

5. It is the intention of these specifications that no asbestos bearing materials be incorporated into the work. In the event the contractor should determine unanticipated asbestos bearing materials to be present in the existing building components, Contractor is to stop all work in the affected area, notify the Engineer and Owner, and provide temporary protection as required. Costs incurred, if any, due to the presence of hidden and/or unanticipated asbestos bearing materials will be authorized by Change Order to this contract.

H. The contractor is responsible for all electrical, plumbing, mechanical, and other related trade work necessary to facilitate project operations. Contractor is responsible for re-locating any and all conduit, HVAC equipment, curbs, and/or plumbing necessary to comply with the requirements of these documents. All work shall conform to the requirements of the current Building Code approved in the State of the project location.

I. General requirements and specific recommendations of the material manufacturers are included as part of these specifications. The manufacturers' specifications are the minimum standards required for the completed systems. Specific items listed herein may improve the standards required by the manufacturers and will take precedence where their compliance will not affect the manufacturers' guarantee or warranty provisions.

1.03 CONTRACT

A. Project will be constructed under a single prime general construction contract.

1.04 SITE INVESTIGATION

A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and

facilities needed prior to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Field measurements shall be taken at the site by the Contractor to verify all data and conditions affected by the Work.

1.05 HOT WORK OPERATIONS

- A. Hot work includes, but is not limited to open flames and spark producing operations, welding, cutting, grinding, torches, etc.
- B. The Contractor shall be responsible for all hot work and hot work monitoring. The Contractor shall be responsible for coordinating hot work with Owner.
- C. The Contractor shall be responsible for the hot work operations of their subcontractors, and shall monitor hot work operations conducted by their subcontractors.
- D. Fire Prevention and Fire Safety:
 - 1. Fire prevention and fire safety shall be the Contractor's responsibility. Contractor shall be responsible for developing a pre-fire emergency plan, coordinated with the Engineer and Owner to plan for fire emergencies.
 - 2. It is the responsibility of the Contractor to enforce fire safety precautions and to ensure safety measures are followed at all times by the Contractor's and Subcontractor's personnel.
 - 3. Contractor shall be responsible for maintaining sufficient fire suppression equipment, including fire extinguishers and a charged water hose.

1.06 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: Owner may award a separate contract for performance of certain construction operations at Project site.
- B. Contractor shall cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract.

1.07 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to cross-reference Contract Documents. Sections in the Project Manual are in numeric sequence.; however, the sequence is incomplete. Consult the Table of Contents at the beginning of the Project Manual.
- 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 01 11 00

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for work sequence, work restrictions, occupancy requirements and use of premises.

1.02 RELATED DOCUMENTS

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

1.03 WORK SEQUENCE

- A. The Work shall be conducted in the following sequences unless construction phases are otherwise specified.
 1. Construct Work in phases to accommodate the Owner's use; if applicable, of the premises during the construction period; coordinate the construction schedule and operations with the Owner and Engineer.
 2. Construct the Work in phases to provide for public convenience. Do not close off public use of facility until completion of one phase of construction will provide alternative usage.
 3. Construction shall be scheduled in such a manner that once work has commenced on one facility, the Contractor's work force shall remain at that facility continuously each work day through final completion at that facility.

1.04 WORK RESTRICTIONS

- A. Work hours shall generally be performed during normal business hours. Should the Contractor elect to work outside of normal business hours or if required for shutdown or disconnection of rooftop equipment, notification to the Owner and Engineer at least one week in advance shall be required. No work shall be scheduled without prior notification and authorization.
 1. Mobilization and material delivery shall not take place during weekdays.
- B. Contractor shall coordinate work schedule with School's testing and special events schedule and may not be allowed to be on-site during certain testing days/events.

1.05 OCCUPANCY REQUIREMENTS

- A. Owner Occupancy
 1. Owner will occupy the premises during the entire period of construction to conduct his normal operations. Cooperate with Owner in all construction operations to minimize conflict, and to facilitate Owner usage.
 2. Contractor shall at all times conduct his operations as to ensure the least inconvenience and the greatest amount of safety and security for the Owner, his staff, and the general public.
 3. Control noise from operations so that building occupants are not affected.

1.06

USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to areas of work being renovated as approved by Engineer and Owner.
 - 2. Driveways and Entrances: Keep driveways 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.
 - c. Schedule deliveries to avoid student pick up and drop off times.
 - 3. Move any stored materials and equipment that interfere with operations of the Owner.
 - 4. Roof access ladder and scaffolding shall not be staged overnight. Remove and secure offsite unless otherwise approved by Owner.
- B. Use of Existing Building
 - 1. Maintain existing building in a weathertight condition throughout construction period.
 - 2. Take every precaution against injuries to persons or damage to property.
 - 3. Protect building, its contents, and its occupants during construction period.
 - 4. The Contractor shall not overload or permit any part of the structure to be loaded with such weights as will endanger its safety or to cause excessive deflection. Materials placed on the roof prior to installation shall be equally distributed over the roof area.
 - 5. Protect any existing surface improvements, such as pavements, curbs, sidewalks, lawn and landscaped areas, utilities, etc.
 - 6. Repair to the Owner and Engineer's satisfaction, or to restore to a condition equal to that existing at the time of award of Contract, or to make restitution acceptable to the Owner, any and all damages to the building, its contents, or surface improvements resulting from, or attributable to, the work operation.
 - 7. Interior Access
 - a. Shall be limited to interior stairs when approved in advance by Owner. Interior elevator shall not be used.
 - b. Shall be limited to that required for performance of Work and inspection after inclement weather.
 - c. Provide disposable CPE shoe cover when accessing interior. Provide new shoe cover each time accessing the interior.
 - i. When accepted by the Owner, provide additional set of footwear with clean soles when accessing interior for Work related activities.
 - d. Provide disposable nitrile or latex gloves when accessing interior. Provide new gloves each time accessing the interior.
- C. Transportation Facilities
 - 1. Truck and equipment access:

- a. Avoid traffic conflict with vehicles of the Owner's employees and customers, and avoid over-loading of street and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the designated areas.
 - b. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
2. Contractor's vehicles:
- a. Require contractor's vehicles, vehicles belonging to employees of the contractor, and all other vehicles entering the Owner's property in performance of the work the contract, to use only the designated access route.
 - b. Do not permit such vehicles to park on any street or other area of the Owner's property except in the designated area.

1.07 OWNER POLICIES

- A. Refer to USC Supplemental General Conditions for Construction Projects for additional requirements.
- B. Tobacco Policy
1. The Owner has adopted a Tobacco Free Policy which applies to all school property. This is a total ban on all tobacco products including cigarettes, cigars, pipes, chewing tobacco, snuff, etc. Contractor is responsible for employee's actions while they are on school property. Failure to follow this policy shall constitute a breach of contract and said contract may be terminated without penalty to the school system.
- C. Weapons and Explosives Policy
1. Excluding law enforcement, all persons are prohibited from possessing, carrying, using or threatening to use, or encouraging another person to possess, carry, use or threaten to use, weapons or explosives on school property or while attending curricular or extracurricular activities sponsored by the school. This policy applies to weapons or explosives carried openly or concealed. For purposes of this policy, a weapon includes, but is not limited to, any gun, rifle, pistol or other firearm of any kind; or any BB gun, stun gun, air rifle, air pistol, bowie knife, dirk, dagger, slingshot, leaded cane, switchblade knife, blackjack, metallic knuckles, razors and razor blades (except solely for personal shaving), fireworks, or any sharp-pointed or edged instrument except instructional supplies, unaltered nail files and clips and tools used solely for preparation of food, instruction and/or maintenance on educational property. For purposes of this policy, school property is any school building or bus, school campus, grounds, recreational area, athletic field, or other property owned, used or operated by The Board of Education. This policy shall not apply to: 1) a weapon or explosive used solely for educational or school sanctioned ceremonial purposes, or used in a school approved program conducted under the supervision of an adult whose supervision has been approved by the school authority, or 2) firefighters, emergency personnel, South Carolina Forest Service personnel, and any private police employed by the School Board, when acting in the discharge or their official duties.
- D. Conduct Policy
1. The conduct of all contractor employees during any project shall be exemplary; at no time shall profanity, drinking, lewd or suggestive comments or gestures or

other acts of this nature be tolerated.

E. Drug Free Policy

1. Owner conforms to a drug free policy. Any contractor employee must be tested upon request of Owner and results provided to Owner. If the employee is found to have been under the influence or using drugs, it shall constitute a breach of contract and said contract may be terminated without penalty to the school system.

F. Dress Code Policy

1. Shirts and shoes are required at all times, as well as long pants. Identification of employees, vehicles, uniforms, etc. is required at all times.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 14 00

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements governing allowances.

1.02 RELATED DOCUMENTS

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

1.03 CONTINGENCY ALLOWANCE

- A. A Ten Thousand Dollar (\$10,000) contingency allowance shall be included in the base bid.
- B. Any unused portion remaining at the completion of the contract shall be credited back to the Owner as a credit.
- C. The Owner reserves the right to modify the contingency allowance prior to award of Contract.

END OF SECTION 01 21 00

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for unit prices.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITION

- A. Unit price is an amount proposed by Bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.04 UNIT PRICE MEASUREMENT

- A. Prior to performing any work under a unit price as specified herein, the Contractor shall notify the Engineer to allow for measurement of the actual quantities of work. Any work performed under these items without prior approval and measurement shall be at the Contractor's expense.
- B. The Contractor shall maintain a daily log including visual documentation (i.e. digital photographs) showing dates, location and exact quantities of unit price work.
- C. Owner and Engineer reserve the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent party.

1.05 UNIT PRICE PAYMENT

- A. Unit prices shall include all costs associated with performing the unit price work including but not limited to labor, material, equipment, insurance, applicable taxes, overhead and profit, etc.

1.06 UNIT PRICE PERFORMANCE

- A. Unit price work shall be installed in accordance with the applicable specification section(s) and Contract Drawings for the project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SCHEDULE OF UNIT PRICES

- A. Unit prices for the items indicated below shall be provided on the Bid Form.

1. UP-1: Repair and or replacement of loose or fallen base flashings as required to provide a watertight condition at roof to parapet walls. Refer to Section 07 52 16.

a. Unit of Measurement: Linear Foot (LF)

END OF SECTION 01 22 00

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for alternates.

1.02 RELATED DOCUMENTS

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

1.03 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 and/or in the products, materials, equipment, systems or installation methods described in the Contract Documents.

1.04 ALTERNATES

- A. Indicate on the Bid Form whether the alternate bid amount is to be added to or deducted from the Base Bid in the event the alternate bids are accepted.
- B. The Owner reserves the right to accept or reject any or all of the alternate bids.
- C. Each Bidder shall be responsible for determining to his own satisfaction and for his own purposes the limits and extent of the work affected by the alternate bids and to make full and proper allowance therefore in the submission of any alternate bid.
- D. Include the cost of each alternate bid as specified in the technical specification sections and/or as described on the drawings. Work required by the alternate bids shall be performed in accordance with applicable specifications and drawings of the trade section affected.
- E. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate selected alternates into the Work. No other adjustments are made to the Contract Sum.
- F. The Owner reserves the right to delay the acceptance of the alternate bids for a period not to exceed sixty (60) calendar days from the time of accepting the contract without a change in the dollar amount of the alternate bids.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. Alternate One:

1. Sector A (Approximately 22,600 square feet): Provide new modified bituminous wall and drain flashings; prepare existing roof substrate; provide new roof coating at outer 20 foot perimeter of Sector, and accessories to provide a complete, watertight, 5-year warrantable roof assembly.

END OF SECTION 01 23 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General project coordination procedures.
 2. Coordination.
 3. Administrative and supervisory personnel.
 4. Project meetings.
 5. Weekly Reports

1.02 RELATED DOCUMENTS

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

1.03 COORDINATION

- A. Coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. The Contractor shall coordinate its operations with those included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Contact Progress Reporting: The scheduling and sequence of all operations shall be carefully coordinated with the Owner and Engineer.
- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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. Pre-Construction conference.
7. Pre-installation conferences.
8. Project closeout activities.

1.04 DAILY SITE REPORTING

- A. Upon arrival daily, Contractor's lead employee shall report to the facilities office or department where they are working and shall inform the staff that they have arrived, their reasons for being there, and the number of personnel working. "Log/Sign In" as directed by the staff, and show a photo I.D. with company logo.

1.05 PROJECT MEETINGS

- A. Pre-Construction Meeting
 1. A Pre-Construction Meeting will be scheduled as soon as possible after the award of the contract. The Engineer's Representative will compile minutes of the meeting, and will furnish a copy of the minutes to the Contractor and each person present. The Contractor may make and distribute such other copies as he wishes.
 2. Attendance: Contractor Project Manager, Job Superintendent and Job Foreman, Owner, Engineer's Representative, manufacturer's representatives, installers of related work and all other persons concerned with the installation and performance. The Contractor shall also provide three (3) local telephone numbers, which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours.
 3. Minimum Agenda: Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Project Manager; channels and procedures for communication; construction schedule, including sequence of critical work; contract documents, including distribution of required copies of Drawings and revisions; processing of Shop Drawings and other data submitted to the Project Manager for review; rules and regulations governing performance of the work and procedures for safety, first aid, security, quality control, housekeeping and related matters.
- B. Progress Meetings
 1. The Contractor shall attend monthly progress meetings for the purpose of informing the Owner and the Engineer regarding the status of the project. The Engineer will compile minutes of the meeting, and will furnish a copy of the minutes to the Contractor and each person present. The Contractor may make and distribute such other copies as he wishes.
 2. Attendance: Owner, Engineer, Contractor, Job Superintendent, material Supplier, and Subcontractors, as appropriate. Each representative shall be thoroughly familiar with the status of the project and shall be prepared to discuss and act upon any situations, which may arise. The time, date and location of these meetings will be established during pre-construction conference. The Contractor shall provide an updated job progress schedule at each weekly meeting.
 3. Minimum Agenda: Review of work progress; field observations, problems, and decisions; identification of problems which impede planned progress; maintenance of progress schedule; corrective measures to regain projected schedules; planned progress during succeeding work period; coordination of projected progress; maintenance of quality and work standards; processing of field decisions

and Change Orders; effect of proposed changes on progress, schedule, and coordination; other business relating to work.

C. Punch List Inspection Meeting

1. Scheduled by Owner and Engineer upon written notification of substantial completion of work from the Contractor.
2. Attendance: Owner, Engineer, Contractor, material manufacturer.
3. Minimum Agenda: Walkover inspection; verification of substantial completion; identification of punch list items; identification of problems, which may impede issuance of warranties.
4. Refer to Section 01 77 00 for other requirements.

D. Final Inspection Meeting

1. Scheduled by Owner and Engineer upon written notification of final completion of work from the Contractor.
2. Attendance: Owner, Engineer, Contractor, material manufacturer.
3. Minimum Agenda: Walkover inspection; verification of final completion including the completion of the punch list items.
4. Refer to Section 01 77 00 for other requirements.

1.06 REPORTS

A. Prepare a weekly construction report recording the following information concerning events at Project site and email a copy to the Project Manager by end of day on the following Monday:

1. Approximate daily count of personnel at Project Site.
2. Daily material deliveries.
3. Daily High and low temperatures and general weather conditions.
4. Accidents.
5. Unusual events.
6. Stoppages, delays, shortages, and losses.
7. Orders and requests of authorities having jurisdiction.
8. Change Orders received and implemented.
9. Change Directives received and implemented.
10. Daily Allowance and Unit Cost usage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 31 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.02 RELATED DOCUMENTS

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

1.03 SUBMITTAL PROCEDURE

- A. General: The Contractor is responsible for providing the submittals to the Engineer. Each submittal must be accepted in writing prior to commencement of work. One original hard and electronic copy of the submittals must be submitted to the Engineer for review. The hard copy submittal will then be returned to the Contractor with comments. Final submittals will require written responses to all Construction Document submittal comments. The submittals shall then be submitted in two complete hard copy packages and one complete electronic set. Partial or incomplete Submittals will be returned to the Contractor.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as specified below. Time for review shall commence on Engineer's receipt of submittal.
 - 1. Initial Review: Allow 7 work days for initial review of submittals.
 - 2. Allow 7 work days for processing each resubmittal.
 - 3. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- C. Identification: Submit in a labeled three ring binder with tabs for each identification number. Submit a separate electronic copy with a separate folder for each identification number.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals and provide letter describing in detail any proposed changes, substitutions, or deviations from the project or manufacturer's specifications. A written explanation of why substitutions should be considered is required and shall be included under the appropriate tab.
- E. Transmittal: Package submittals appropriately for transmittal and handling using a transmittal form. Engineer will discard submittals received from sources other than Contractor. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- F. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

1.04 SCHEDULE OF SUBMITTALS

- A. The following submittal items shall be submitted in a three ring binder with tabs for each submittal item and a separate electronic copy with a separate folder for each identification number to meet the requirements specified herein:
1. Emergency contact list including pager, mobile and home numbers of key Contractor and Subcontractor personnel, and office and mobile numbers of key Owner and REI personnel.
 2. Work schedule indicating start date, crew size, production rate, completion date, etc.
 3. Sample Application for Payment including Schedule of Values. Immediately after execution and delivery of the Contract, and before the first partial payment is submitted, the Contractor shall submit to the Owner through the Engineer the following:
 - a. An Application for Payment on AIA G702.
 - b. A schedule of values on AIA G703 Continuation Sheet consisting of a detailed breakdown of the Contract amount showing separate figures for labor and materials. The work listed under the various sections and subsections of the Specifications shall serve as the format for preparation of the following.
 4. Copy of Contractor's Certificate of Insurance
 5. Copy of Performance and Payment Bonds
 6. Copy of Construction Permits
 7. Copy of all warranties indicated in Section 01 77 00 to meet the requirements of their respective specification section
 8. Letter describing in detail any proposed changes, substitutions, or deviations from the project or manufacturer's specifications. A written explanation of why substitutions should be considered is required.
 9. Shop drawings or letter stating that the contractor will install materials as detailed in the Contract Drawings unless properly authorized by the Engineer.
 10. Preparation for Roof Repairs (Section 07 01 50)
 11. Modified Bitumen Roofing (Section 07 52 16)
 12. Fluid Applied Coating (Section 07 56 00)
 13. Existing damaged/dysfunctional components documentation (videotape, photos, etc.) including but not limited to; asphalt spills, windows, walls, sidewalks, paving, ceilings, etc. Lack of submission prior to commencement of work indicates Contractor has discovered no existing damaged components and takes responsibility for any damages caused by operations.
 14. Complete list of materials with Material Safety Data Sheets (MSDS)

PART 2 PRODUCTS

2.01 SUBMITTALS

- A. General: Prepare and submit Submittals required herein and by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are

- applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with recognized trade association standards.
 - i. Compliance with recognized testing agency standards.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Notation of coordination requirements.
 - i. Notation of dimensions established by field measurement.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
- D. Samples: Prepare physical units of materials or products, including the following:
1. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 2. Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned.
 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side.
 4. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity.

Sample sets may be used to determine final acceptance of construction associated with each set.

- E. Contractor's Construction Schedule: Comply with requirements in Division 01.
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- H. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- I. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- J. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- K. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- N. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- O. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Review each submittal, check for compliance with the Contract Documents and note corrections and field dimensions prior to submitting to Engineer.

3.02**ENGINEER'S ACTION**

- A. Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal item with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. No Exceptions Taken
 2. Accepted as noted
 3. No Action Required
 4. Review/Resubmit
 5. Rejected/Resubmit
 6. Not Subject to Review
 7. Received as Information
- B. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services may be required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-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 quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.04 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.05 SUBMITTALS

- A. 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.

1.06 QUALITY ASSURANCE

- A. It is the intent under this contract that workmanship shall be of the best quality consistent with the materials and construction methods specified. The presence or absence of the Owner's or Engineer's representative shall in no way relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the drawings and specifications. The Owner and Engineer shall have the authority to judge the quality and require replacement of unacceptable work or personnel at any time.
- B. All contractors shall cooperate in the execution of their work and shall plan their work in such manners as to avoid conflicting schedules or delay of work. If any part of a Contractor's work depends upon the work of another Contractor, defects, which may affect that work, shall be reported to the Engineer in order that prompt inspection may be made and defects corrected. Commencement of work by a Contractor where such condition exists will constitute acceptance of the other Contractor's work as being satisfactory in all respects to receive the work commenced, except defects, which may later develop. Work of all trades under this contract shall be closely coordinated in such a manner as to obtain the best possible workmanship for the entire project. All components of the work shall be installed in accordance with the best practices of the particular trade. The General Contractor is responsible to advise the Owner sufficiently in advance of operations to allow for assignment of personnel.
- C. Materials or methods described by words which, when applied, have a well known technical or trade meaning will be held to refer to such recognized standard. Standard specifications or manufacturer's literature, when referenced, shall be of the latest revision or printing unless otherwise stated, and are intended to establish the minimum requirements acceptable.
- D. All materials shall be new, all materials and workmanship shall be in every respect in accordance with the best modern practice.
- E. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or accepted, such materials shall be delivered to the site in original packages or containers with seals unbroken and labels intact and shall not be opened until inspected and approved by the Engineer. Contractor shall notify the Engineer prior to such material's delivery.
- F. The Contractor's Foreman or Superintendent to maintain one complete set of the contract documents and approved submittals on the job site.
- G. 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.
 - 1. Acceptable Contractor:

- a. Be certified in writing for a minimum of two years by the roofing materials manufacturer to install the primary roofing products.
- b. Be recognized in the commercial roofing industry.
- c. Have a minimum of five (5) years experience in installing the same or similar materials specified under the same firm name as that submitting the bid. If requested, submit a copy of firm's Articles of Incorporation to verify years in business. Also all crew workers on site are to be experienced and have a working knowledge of the system being installed.
- d. Principals of the firm to have a minimum of ten (10) years experience in the estimating, supervision, management and administration of a contracting firm engaged in the application of building envelope involving removal of the existing building envelope systems.
- e. Licensed by state work is occurring in for the type and dollar amount of work contemplated by these Contract Documents.
- f. Never filed bankruptcy or filed for protection from creditors.
- g. At any time during the construction and completion of work covered by these Specifications, if the conduct of any workman of the various crafts be determined unsuitable or a nuisance to the Owner or Engineer, or if the workman be considered incompetent or detrimental to the work, the Contractor shall order such party removed immediately from the grounds with the person not returning at any time during the course of work on the project.
- h. During the performance of any work by the Contractor or subcontractors, the Contractor shall provide for the entire length of the project a full time onsite superintendent/representative meeting the following requirements:
 - i. For the purpose of these Specifications the designation "superintendent" is hereby defined as the individual present on the job site at all times while work is being performed, and whose primary responsibility is to supervise and direct the performance of the Work.
 - ii. The superintendent shall be in attendance at the project site at all times during the progress of the work and his duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen without engaging in the work process. Should the superintendent be absent temporarily from the project at any time, he shall designate a competent foreman to assume duties. During the superintendent's absence the foreman shall not engage in the work process but shall supervise and instruct only. Likewise, any communications given to the foreman shall be as binding as if given to the Contractor.
 - iii. It shall be the superintendent's responsibility to communicate all matters pertaining to the Work with the Owner and/or Engineer. In case of emergency or safety, superintendent shall communicate directly with the Owner and/or Engineer. No decisions regarding changes in the Work will be made without the Owner's knowledge.
 - iv. Decision making authority and ability.
 - v. Able to demonstrate knowledge of work being installed.
 - vi. Fluent in the English language (i.e. reading, writing and speaking).
 - vii. In possession of mobile telephone at all times.
 - viii. Employed by the Contractor at least six months prior to project commencement.

- ix. Owner and Engineer/Engineer approval.
 - x. No later than ten days prior to the pre-construction conference, Contractor shall provide the Owner, in writing, the names of the proposed project manager, job superintendent, and foreman for approval. If he so determines, the Owner, without giving cause, may request an additional name, or names, be submitted for approval. The Owner will notify the Contractor of his acceptance at least 48 hours prior to the pre-construction conference.
 - xi. Once approved, the superintendent will not be changed except with the consent of the Owner unless either prove to be unsatisfactory to the Owner or Contractor, or cease to be in the Contractor's employment.
 - xii. Promotion, transfer, or reorganization within the company will not be an acceptable cause for reassignment of the superintendent.
 - xiii. The superintendent shall have had a minimum of five (5) years continuous experience as a job superintendent.
- H. 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.
- I. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- J. 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.
- K. 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.

1.07 QUALITY CONTROL

- A. The authorized representatives and agents of Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
- B. 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 the 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.
- C. Contractor's Responsibilities:

1. Repair and protection of work and materials are Contractor's responsibility.
2. Should any work or materials not conform with requirements of the Specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the project. All such work shall be done at the expense of the Contractor.
3. Contractor shall correct deficiencies in the work within 24 hours after reported by the Engineer in writing or verbally. If the deficiencies are not corrected within 24 hours, the Owner or Engineer will stop all other work until the deficiencies are corrected. The Contractor will not be allowed additional time for a work stoppage to correct deficiencies.
4. Contractor will coordinate documents with manufacturer and perform such testing, reporting, and communication incidental to provisions of the warranty procedures.
5. Inclement Weather
 - a. In the event of temporary suspension of work as during inclement weather, or whenever the Engineer shall direct, the Contractor will protect carefully its work and materials against damage or injury from weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure of the Contractor to protect its work, such materials shall be removed and replaced at the expense of the Contractor.
 - b. During inclement weather and temporary suspension of work, the Contractor shall inspect the facility no later than 9:00 AM each day for leaks and perform temporary repairs if necessary. Inspections shall be made daily during extended periods of inclement weather. Upon arrival at the facility, Superintendent shall immediately inform the Owner of his presence and purpose.
 - c. If Contractor does not inspect the facility by 9:00 AM on days of inclement weather and there is one or more leaks attributable to the Work, at 9:15 AM the Owner shall exercise his right to contact an outside contractor to perform temporary repairs as necessary to prevent damage to the building, its contents and to minimize disruption. The Contractor shall reimburse the outside contractor an equitable amount as determined solely by the outside contractor. If the Contractor arrives at the project site after the outside contractor has been contacted, but before temporary repairs are made, the outside contractor shall be reimbursed the fixed amount of \$500.00, each occasion, for mobilization and/or travel expenses.
 - d. Should inclement weather occur after normal business hours Friday, Saturday, and Sunday or holidays, Contractor shall make arrangements with the Owner to provide access to the building to inspect for leaks. The Owner shall be compensated for providing personnel for the service on an hourly rate basis as determined solely by the Owner.

D. Manufacturer's Field Services: During construction and until substantial completion, manufacturer's representative shall perform quality assurance site visits every other week to ensure materials are being properly installed and as required to obtain the specified warranty.

1. The first site visit shall be performed within the first three (3) days of operations.
2. Coordinate all site visits with Engineer. Submit reports of findings within one week of inspection. Payment applications will be rejected until applicable re-

- ports are received.
3. Inspections to be performed by an employee of the selected manufacturer that is assigned full time to their technical services department. Sales personnel will not be acceptable for this function and may result in rejection of the work installed that does not fulfill this requirement.
 4. Manufacturer's final inspections shall be performed only with REI personnel in attendance. A minimum of seven days' written notice is required. Any manufacturer's final inspection conducted without REI personnel in attendance will be repeated at no additional cost to the Owner.
 5. Any violation of this requirement will result in the removal of that manufacturer for a period of not less than one year from the Engineer's accepted materials list.
- E. Special Tests and Inspections: Owner may engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction or the Contract Documents as the responsibility of Owner.
1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Final Acceptance, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- F. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum 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.
 2. Notify testing agency and Engineer at least 48 hours in advance of time required

- to perform testing services.
3. Notify testing agency and Engineer at least 72 hours in advance to inspect concrete reinforcing placement prior to pouring concrete or grouting masonry if applicable to this project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Comply with the Contract Document requirements for Section 01 73 00-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.

END OF SECTION 01 40 00

SECTION 01 42 00

REFERENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to Referenced Standards.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. 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. "Installer": 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 trades people of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully

completed a minimum of five 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.

- K. "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.

1.04 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.
- C. Conflicting Requirements: 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 Engineer for a decision before proceeding.
 - 1. 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 Engineer for a decision before proceeding.
- 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.

	Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov
CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from National Institute of Building Sciences www.nibs.org

1.05 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 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) www.aluminum.org
ACI	American Concrete Institute/ACI International www.aci-int.org
ACPA	American Concrete Pipe Association www.concrete-pipe.org
AGC	Associated General Contractors of America (The) www.agc.org
AHA	American Hardboard Association www.ahardbd.org
AI	Asphalt Institute www.asphaltinstitute.org
AIA	American Institute of Engineers (The) www.e-engineer.com
AISC	American Institute of Steel Construction www.aisc.org
AISI	American Iron and Steel Institute www.steel.org
AITC	American Institute of Timber Construction www.aitc-glulam.org
ALCA	Associated Landscape Contractors of America www.alca.org
ALSC	American Lumber Standard Committee
ANLA	American Nursery & Landscape Association www.anla.org
ANSI	American National Standards Institute www.ansi.org
APA	APA - The Engineered Wood Association www.apawood.org
APA	Engineerural Precast Association www.archprecast.org
ASCE	American Society of Civil Engineers www.asce.org
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org
ASTM	American Society for Testing and Materials www.astm.org
AWI	Engineerural Woodwork Institute www.awinet.org
AWPA	American Wood-Preservers' Association www.awpa.com
AWS	American Welding Society www.aws.org
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com
BIA	Brick Industry Association (The) www.bia.org

CCFSS	Center for Cold-Formed Steel Structures www.umn.edu/~ccfss
CDA	Copper Development Association Inc. www.copper.org
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org
CISPI	Cast Iron Soil Pipe Institute www.cispi.org
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org
CPA	Composite Panel Association (Formerly: National Particleboard Association) www.pbmdf.com
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org
CRSI	Concrete Reinforcing Steel Institute www.crsi.org
CSI	Construction Specifications Institute (The) www.csinet.org
DHI	Door and Hardware Institute www.dhi.org
EIMA	EIFS Industry Members Association www.eifsfacts.com
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org
FMG (FM)	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com
GA	Gypsum Association www.gypsum.org
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) www.glasswebsite.com/gana
HPVA	Hardwood Plywood & Veneer Association www.hpva.org
IGCC	Insulating Glass Certification Council www.igcc.org
LGSI	Light Gage Structural Institute www.loseke.com
MBMA	Metal Building Manufacturers Association www.mbma.com
MCA	Metal Construction Association www.metalconstruction.org
MFMA	Metal Framing Manufacturers Association
MIA	Marble Institute of America www.marble-institute.com
NAAMM	National Association of Engineerural Metal Manufacturers www.naamm.org
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org
NCMA	National Concrete Masonry Association

	www.ncma.org
NCPI	National Clay Pipe Institute www.ncpi.org
NECA	National Electrical Contractors Association www.necanet.org
NEMA	National Electrical Manufacturers Association www.nema.org
NETA	InterNational Electrical Testing Association www.netaworld.org
NFPA	National Fire Protection Association www.nfpa.org
NFRC	National Fenestration Rating Council www.nfrc.org
NGA	National Glass Association www.glass.org
NHLA	National Hardwood Lumber Association www.natlhardwood.org
NLGA	National Lumber Grades Authority www.nlga.org
NPA	National Particleboard Association (See CPA)
NRCA	National Roofing Contractors Association www.nrca.net
NRMCA	National Ready Mixed Concrete Association www.nrmca.org
NSA	National Stone Association www.aggregates.org
NTMA	National Terrazzo and Mosaic Association, Inc. www.ntma.com
NWWDA	National Wood Window and Door Association (See WDMA)
PCI	Precast/Prestressed Concrete Institute www.pci.org
PDCA	Painting and Decorating Contractors of America www.pdca.com
PDI	Plumbing & Drainage Institute www.pdionline.org
RCSC	Research Council on Structural Connections www.boltcouncil.org
RMA	Rubber Manufacturers Association www.rma.org
SDI	Steel Deck Institute www.sdi.org
SDI	Steel Door Institute www.steeldoor.org
SGCC	Safety Glazing Certification Council www.sgcc.org
SIGMA	Sealed Insulating Glass Manufacturers Association www.sigmaonline.org/sigma
SJI	Steel Joist Institute www.steeljoist.org

SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org
SPI	The Society of the Plastics Industry www.plasticsindustry.org
SPIB	Southern Pine Inspection Bureau (The) www.spib.org
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org
SSINA	Specialty Steel Industry of North America www.ssina.com
SSMA	Steel Stud Manufacturers Association (Formerly: ML/SFA - Metal Lath/Steel Framing Association) www.ssma.com
SSPC	SSPC: The Society for Protective Coatings www.sspc.org
SWI	Steel Window Institute www.steelwindows.com
TCA	Tile Council of America, Inc. www.tileusa.com
TPI	Truss Plate Institute
UL	Underwriters Laboratories Inc. www.ul.com
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com
WWPA	Western Wood Products Association www.wwpa.org

- B. 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. www.bocai.org
IAPMO	International Association of Plumbing and Mechanical Officials (The) www.iapmo.org
ICBO	International Conference of Building Officials www.icbo.org
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org
SBCCI	Southern Building Code Congress International, Inc. www.sbcci.org

- C. 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
EPA	Environmental Protection Agency www.epa.gov
OSHA	Occupational Safety & Health Administration www.osha.gov

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 42 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.02 RELATED DOCUMENTS

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

1.03 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, occupants of testing and inspecting agencies and personnel of authorities having jurisdiction.

1.04 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. 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.

1.05 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.
- B. Parking and Traffic Control: Contractor shall be responsible for obtaining and erecting street/parking lot signage as necessary to divert traffic away from staging areas, etc. Contractor is to coordinate signage requirements with the Owner and Engineer. All associated costs are to be borne by the Contractor. Contractor shall provide area for parking for subcontractors, Engineer and Owner representatives.

PART 2 PRODUCTS

2.01 MATERIALS/EQUIPMENT

- A. General: Provide new materials. Undamaged, previously used materials in serviceable

condition may be used if approved by Engineer. Provide materials suitable for use intended.

- B. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide non-permanent bases for support. Provide green polyethylene fabric to enclose fencing.
- C. Water: Potable.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Locate facilities at location established by Owner.
- B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work.
- C. Provide each facility ready for use to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service if service is not available from Owner. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 - 2. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Water Service: Water for construction purposes will be available from the Owner at no charge. Contractor shall operate exterior hose bibs only with properly fitted handles which shall be removed at the end of each work day. Any damage to hose bibs or hose bib stems shall be repaired by Contractor. Hose bibs shall not be operated with pliers.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities. Facilities will be located at sites approved by Owner.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar

- disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
 3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- D. Electrical Power Service: Contractor shall provide portable generators for all electrical power requirements.
- E. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Coordinate with Engineer on location.
- B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- C. Project Identification and Temporary Signs: Prepare Project identification and other signs as required by Owner. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
1. Prepare temporary signs to provide directional information to construction personnel and visitors.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Section 01 74 00 Cleaning and Waste Management for progress cleaning requirements.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- E. Storage and Fabrication Sheds: Provide non combustible sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints

from persons or firms near Project site.

- B. Material Storage Enclosure Fence: Install enclosure fence with lockable gates to completely enclose and hide the materials storage, or store as much material in locked trailers as practicable.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights. Provide barricades, warning lines and temporary signage as required by Owner.
- D. 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, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
 - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
 - 5. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 - 6. Protect air-handling equipment.
 - 7. Weatherstrip openings.
- E. Develop and supervise an overall fire-prevention and first-aid fire-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.
- F. Protection of adjacent roof areas:
 - 1. Contractor shall provide protection to adjacent roof systems in the form of 3/4-inch CDX plywood over 1-1/2 inch rigid insulation with warning flags on both sides. All foot and equipment traffic shall be limited to protected walkways.

3.05 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. Protect from damage caused by freezing temperatures and similar elements.
 - 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.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground

lines. Protect from damage during excavation operations.

- C. 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 Final Acceptance. 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 the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Final Acceptance, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes procedural requirements for cutting and patching.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

- A. Cutting: Removal of existing 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.

1.04 QUALITY ASSURANCE

- A. Engineer's Approval: Obtain approval of cutting and patching before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations sealed by a licensed Engineer in the state of the project showing integration of reinforcement with original structure.
- C. 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 result in increased maintenance or decreased operational life or safety.
- D. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
- E. 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 the Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- F. Cutting and Patching Conference: If extensive cutting and patching is required, 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.

1.05 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

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing 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 existing materials.

PART 3 EXECUTION

3.01 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 existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing 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 Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.03 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 existing 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 existing construction by sawing, drilling, breaking, chipping, grinding, and

similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

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. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. 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 of these Specifications.
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.
 3. Floors and Walls: Where walls or partitions that are removed extend from 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.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
 5. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty and similar materials.

END OF SECTION 01 73 29

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The Owner has established that this Project shall include proactive measures for waste management participation by all parties to the contract.
 - 1. The purpose of this program is to ensure that during the course of the Project all diligent means are employed to pursue practical and economically feasible waste management and recycling options.
 - 2. Upon award, each subcontractor shall be required to furnish documentation from suppliers or manufacturers regarding waste management and recycling options for those products and procedures furnished.
 - 3. Waste disposal to landfills shall be minimized.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

- A. Waste: Any material that has reached the end of its intended use. Waste includes salvageable, returnable, recyclable and reusable material.
- B. Construction waste: Solid wastes including, but not limited to, building materials, packaging materials, debris and trash resulting from construction operations.
- C. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.
- D. Hazardous waste: Any material or byproduct of construction that is regulated by the Environmental Protection Agency and that may not be disposed in any landfill or other waste end-source without adherence to applicable laws.
- E. Trash: Any product or material unable to be returned, reused, recycled or salvaged.
- F. Landfill: Any public or private business involved in the practice of trash disposal.
- G. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site.

PART 2 PRODUCTS

2.01 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

3.01

PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials in a legal manner.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 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. Remove waste materials and debris from construction site, daily.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Final Acceptance.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. 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 Final Acceptance.
- J. 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.
- K. 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.

3.02

CONSTRUCTION WASTE MANAGEMENT PLAN

- A. If required by Owner, Waste Management Plan shall include the following:
1. Solid Waste Disposal and Diversion document.
 - a. Identification of materials recycled.
 - b. Identification of materials landfill.
 - c. Identification of hazardous wastes and disposal.
 2. Locations of sorting and waste storage facilities on Site Plan of project.
 3. Final documentation of subcontractor/supplier waste management/recycling data.
 4. Final documentation of hazardous waste disposal plan.
- B. If required by Owner, Construction Waste Management Plan Implementation:
1. The Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting the Waste Management Plan.
 2. The "Summary of Construction Waste/Recycling" shall be completed each month and submitted as part of Application for Payment.
 - a. All materials identified in the Summary shall be reported by weight.
 - b. Where weight is not applicable, Contractor shall report materials by units applicable to material recipient.
 - c. Contractor shall procure receipts or other validation of waste management procedures and include them as part of the submittal.
 3. The Contractor shall distribute copies of the "Summary of Construction Waste/Recycling" to the Consultant, Owner and each subcontractor involved in the plan.
 4. The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at appropriate stages of the Work.
 5. Separation facilities:
 - a. Contractor shall define specific areas to facilitate separation of materials for recycling, salvage, re-use or return.
 - b. Recycle and waste bin areas are to be maintained in an orderly manner and clearly marked to avoid contamination of materials.
 - c. Do not mix recyclable materials.
 - d. Store hazardous wastes in secure areas.
 6. Hazardous wastes:
 - a. Hazardous wastes shall be separated, stored and disposed of in accordance with local and EPA regulations and additional criteria listed below:
 - i. Building products manufactured with PVC or containing chlorinated compounds shall not be incinerated.
 - ii. Disposal of fluorescent tubes to open containers is not permitted.
 - iii. Unused fertilizers shall not be co-mingled with construction

waste.

- C. Program profits:
 - 1. All profits from recycling of construction waste shall be granted to the Contractor.

3.03 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 Final Acceptance.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. 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.
 - e. Remove debris and surface dust from roofs and walls.
 - f. Clean transparent materials and glass in windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - g. Remove labels that are not permanent.
 - h. 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.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess foreign substances.
 - j. Replace parts subject to unusual operating conditions.
 - k. 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 01 74 00

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection Procedures.
 2. Project Record Documents.
 3. Warranties.

1.02 RELATED DOCUMENTS

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

1.03 SUBSTANTIAL COMPLETION

- A. The Contractor shall submit written certification to the Engineer that the Project is substantially complete along with the following:
1. Prepare a list of items to be completed and corrected (Contractor's punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 5. Advise Owner of changeover in heat and other utilities.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Substantial Completion Inspection: On receipt of written substantial completion certification, the Engineer will make a substantial completion inspection within seven days after receipt of certification.
1. Should the Engineer consider the Work not substantially complete, he will immediately notify the Contractor, in writing, stating the reasons. The Contractor shall complete the Work and send a second written notice to the Engineer, certifying the Project is substantially complete, at which time the Engineer will re-inspect the work.
 2. Should the Engineer consider the Work substantially complete, he will prepare and issue a Certificate of Substantial Completion (AIA G704) accompanied by the list of items to be completed or corrected (Punch List).
 3. A punch list of items will be prepared for correction and completion before the Final Inspection. The Contractor shall complete the punch list items within fif-

teen days of the punch list inspection. If the Contractor fails to complete the punch list within this period, the Owner will have the right to impose liquidated damages in the amount of three hundred (\$300.00) dollars for each consecutive day until all of the items are completed.

1.04 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 01.
 2. Submit signed copy of Engineer's inspection list of items to be completed or corrected (punch list). The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Final Inspection: The submission of the signed punch list constitutes as written request for final inspection for acceptance. On receipt of request, Engineer along with the Owner's Representative will conduct a final inspection within seven days of receipt of certification.
1. Should the Engineer consider that the Work is finally complete in accordance with requirements of the Contract Documents, he will request the Contractor to make Project Closeout Submittals.
 2. Should the Engineer consider that the Work is not finally complete, he will notify the Contractor, in writing, stating the reasons.
 3. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written notice to the Engineer certifying that the Work is complete, at which time the Engineer will re-inspect the Work.

1.05 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
1. The Contractor shall submit all required record documents and warranties within thirty days of the punch list inspection. If the Contractor fails to properly submit all required items within this period, the Owner will have the right to impose liquidated damages in the amount of three hundred (\$300.00) dollars for each consecutive day until all of the items are properly submitted.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. 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 prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that can-

- not be readily identified and recorded later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders and Record Drawings, where applicable.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference. The following items shall be submitted, not limited to:
 - 1. Completed and signed Engineer's Punch List
 - 2. Copy of Manufacturer's Final Inspection Report
 - 3. Landfill Charge Tickets
 - 4. Asbestos Disposal Manifests (If Applicable)

1.06 WARRANTIES

- A. Contractor's five (5) year warranty on their company letterhead using sample contained in the Project Manual.
 - 1. Contractor will be required to attend a post construction field inspection no earlier than fifty six (56) months and no later than fifty eight (58) months after the date of Substantial Completion and complete any corrective action requested by Owner, Engineer, or Manufacturer at no additional cost to the Owner.
- B. Contractor's Asbestos-Free Warranty on their company letterhead using sample contained in the Project Manual.
- C. Manufacturer's Guarantee: Manufacturer's. Failure includes roof leaks or breaches in the coating, causing moisture to enter the substrate below (even if visible leaks are not observed inside the facility). Warranties requiring the Owner's signature will not be acceptable.
 - 1. Warranty to include but not be limited to coating, flashings, etc.

2. Warranty Period: Five (5) years from date of Substantial Completion.
3. Manufacturer's Representative and Contractor will be required to attend a post construction field inspection no earlier than fifty six (56) months and no later than fifty eight (58) months after the date of Substantial Completion and complete any corrective action requested by Owner, Engineer, or Manufacturer at no additional cost to the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 77 00

DIVISION 07 THERMAL AND MOISTURE PROTECTION

SECTION 07 01 50

PREPARATION FOR ROOF REPAIRS AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparatory work to be completed prior to application of fluid applied waterproof membrane coating.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section, including but not limited to:
 - 1. Modified Bitumen Roofing Section 07 52 16
 - 2. Fluid Applied Coating Section 07 56 00

1.03 REFERENCES

- A. Refer to the following references for specification compliance:
 - 1. 2012 International Building Code with SC Modifications
 - 2. 2012 International Fire Code with SC Modifications
 - 3. 2012 International Plumbing Code
 - 4. 2012 International Mechanical Code

1.04 DEFINITIONS

- A. Removal: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain property of the Owner.
- B. Existing to remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- C. Material ownership: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site.

1.05 EXISTING ROOF ASSEMBLIES*

- A. Sector A
 - 1. Cementitious Wood Fiber Deck
 - 2. Lightweight Concrete at Backslopes, Crickets and Saddles
 - 3. Gravel Surfaced Asphalt Built-up Roof
 - 4. Fiberglass Insulation
 - 5. 4-ply Fiberglass Felt
 - 6. Acrylic Based Coating

*Roof system composition is based on random sampling. Contractor is responsible for verification of roof system composition.

1.06 SUBMITTALS

- A. Refer to Section 01 33 00-Submittal Procedures for Submittals.
- B. Manufacturer's Product Data Sheets for all materials specified certifying material complies with this specification.

1.07 QUALITY ASSURANCE

- A.
 - 1. Qualifications: Previous experience removing existing roof systems.
- B. Requirements: Contractor to comply with governing EPA regulations and hauling/disposal regulations of authorities having jurisdiction.

1.08 SCHEDULING

- A. Conduct demolition so that Owner's operations will not be disrupted. Provide 72 hours notification to Owner of activities that will affect Owner's operations.

1.09 WARRANTIES

- A. Any damage to existing items under warranty shall be repaired/replaced with materials acceptable to the Warrantor.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Roof Drain Components
 - 1. Approved manufacturer's:
 - a. Jay R. Smith Mfg. Company
 - b. Josam Company
 - c. Zurn Industries, LLC
 - d. Engineer approved equivalent
 - 2. Drain Clamping Ring: Cast iron drain clamping ring designed for retrofit roof applications where the existing main roof drain body is to remain. Diameter shall match existing roof drain clamping ring to be replaced. Diameter of drain opening shall match existing roof drain opening diameter.
 - 3. Drain Dome: Cast iron drain dome, sized to lock into new drain clamping ring
- B. Modified Bitumen Roofing System
 - 1. Refer to Section 07 52 16-Modified Bitumen Roofing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions to determine extent of demolition.
- B. Record the conditions of items to be removed/reinstalled and items to be removed/salvaged.
- C. Contractor shall not remove any element that may result in structural deficiency or collapse of any part of the structure or adjacent structures during demolition.
- D. Contractor to inspect substrate for soundness and notify Engineer in writing of any deficiencies. Commencement of work signifies Contractor's acceptance of site conditions.

3.02 UTILITIES/SERVICES

- A. Maintain existing utilities that are to remain in service and protect them against damage during selective site demolition unless authorized in writing by the Owner and authorities having jurisdiction.
 - 1. Locate all conduits and equipment attached to the underside of the decking prior to reroofing. Insulation fastener locations are not to disturb existing conduits or interior components/equipment.
 - 2. If utilities serving occupied portions of the site must be shut down, temporary services shall be provided.
 - 3. Provide 72 hours notice to Owner if shut down is required.
 - 4. Where services are to be removed, relocated or abandoned, provide necessary bypass connections to remaining occupied buildings and areas.

3.03 PREPARATION

- A. Do not close off or obstruct streets, walks or other adjacent occupied facilities without permission from Owner and authorities having jurisdiction.
- B. Provide safe conditions for pedestrians. Erect temporary protection such as walkways, fences, railings and canopies as required by OSHA and other governing authorities.
- C. Provide protection for adjacent building, appurtenances and landscaping to remain.
- D. Provide temporary weather protection as required to prevent water leakage and damaged to exterior or interior of adjacent structures.
- E. Roof Drain Components
 - 1. Install new drain components in accordance with the manufacturer's recommendations and Contract Drawing requirements.

3.04 POLLUTION CONTROLS

- A. Use water, mist, temporary enclosures and other suitable methods to limit the spread of dust and dirt. Comply with local EPA regulations.
 - 1. Do not use water where damage may occur or where hazardous conditions would

be created such as ice or flooding.

3.05 REMOVALS

- A. Demolish and remove existing construction only to the extent required by new construction.
- B. Remove all existing wet and or damaged roof insulation, membrane, and wood blocking and sheet metal as indicated on the construction drawings and discard.
- C. Remove or correct any obstruction which might interfere with the proper application of new materials.
- D. Lift or remove all existing equipment so that existing flashings can be modified and new flashings installed.
- E. Remove debris from existing materials to provide clean, dry substrate.
- F. Demolish modified bitumen system in small sections.
- G. Remove and transport debris in a manner that will prevent damage/spills to adjacent buildings and areas.
- H. Dispose of demolished items and materials on a daily basis. On-site storage of removed items is not permitted.
- I. Transport demolished materials off-site and dispose of materials in a legal manner.
- J. Perform progress inspections to detect hazards resulting from demolition activities.

3.06 CLEANING

- A. Inspect the site daily and clean up debris and hazards at the end of each day. Adjacent roads, drives and walkways shall remain in operation and free from construction materials debris.
- B. Clean adjacent structures of dust dirt and debris. Return adjacent areas to original conditions to the satisfaction of the Owner.

END OF SECTION 07 01 50

SECTION 07 52 16

MODIFIED BITUMEN ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Repair and or replacement of loose or fallen base flashings as required to provide a watertight condition at roof to parapet walls at Sector A.
- B. Installation of new modified bitumen drain flashings at Sector A.
- C. Fabrication and installation of new sheet metal flashings and trim to provide a permanently watertight condition.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section, including but not limited to:
 - 1. Preparation for Roof Repairs and Coating Section 07 01 50
 - 2. Fluid Applied Coating Section 07 56 00

1.03 REFERENCES

- A. Refer to the following references, current edition for specification compliance:
 - 1. 2012 International Building Code with SC Modifications
 - 2. 2012 International Fire Code with SC Modifications
 - 3. National Roofing Contractors Association – NRCA
 - a. NRCA Roofing and Waterproofing Manual
 - 4. American Society of Testing Materials (ASTM)
 - a. ASTM D 41 – Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - b. ASTM E 108 Standard Test Methods for Fire Tests of Roof Coverings
 - c. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction Materials.
 - d. ASTM D 3019 Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, Asbestos Fibered and Non Asbestos Fibered.
 - e. ASTM D 3409 Standard Test Method for Adhesion of Asphalt-Roof Cement to Damp, Wet, or Underwater Surfaces.
 - f. ASTM D 4479 Standard Specification for Asphalt Roof Coatings – Asbestos Free.
 - g. ASTM D 4586 Specification for Asphalt Roofing Cement, Asbestos Free.
 - h. ASTM D 6162 Specification for SBS Modified Bitumen Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
 - i. ASTM D 6163 Specification for SBS Modified Bitumen Sheet Materials Using Glass Fiber Reinforcements.

- j. ASTM D 6164 Specification for SBS Modified Bitumen Sheet Materials Using Polyester Reinforcements.
- 5. Asphalt Roofing Manufacturers Association – ARMA
- 6. FM Global
 - a. FM 4450 – Approval Standard for Class 1 Insulated Steel Deck Roofs
 - b. FM 4470 – Approval Standard for Class 1 Roof Coverings
- 7. Underwriters Laboratories, Inc. – UL
 - a. UL 580 – Test for Uplift Resistance of Roof Assemblies
 - b. UL 790 – Tests for Fire Resistance of Roof Covering Materials
 - c. UL 1897 – Uplift Resistance for Roof Covering Systems

1.04 SUBMITTALS

- A. Refer to Section 01 33 00-Submittal Procedures for Submittals.
- B. Latest edition of the Manufacturer’s current material specifications and installation instructions.
- C. Manufacturer’s Product Data Sheets for all materials specified certifying material complies with all specified requirements.

1.05 QUALITY ASSURANCE

- A. Roofing applicator shall be approved by the material manufacturer. Additionally, roofing applicator shall have the experience of 5 similar roof projects. Verification shall be provided to the Engineer upon request.
- B. Manufacturer shall have been producing modified bitumen products in the United States for a minimum of 10 years. The primary roofing products shall have maintained a consistent composition for a minimum of five years without a change in the basic product design or SBS modified bitumen blend (e.g. no substantive changes in product composition, polymer specification, asphalt or filler formulation).
- C. Insulation damaged or wetted before, during, or after installation shall be removed from the job site no later than the next working day from the day such damage or moisture contamination is noted.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Delivery. Materials shall be delivered in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
- B. Storage: Store materials out of direct exposure to the elements on pallets at least 4 inches above ground level at site location acceptable to the Owner.
 - 1. Storage trailers are acceptable provided they are equipped with a lock and located at a site location acceptable to the Owner.
 - 2. Utilize tarps that will completely cover materials to prevent moisture contamination. Remove or slit factory shrouds and/or visqueen; do not use these materials as tarps.

3. Install vapor retarders under material storage areas located on the ground.
 4. Store roll goods on end on a clean flat surface.
 5. Remove damaged or deteriorated materials from the job site.
- C. Handling. Material shall be handled in such manner as to preclude damage and contamination with moisture or foreign matter.

1.07 JOB CONDITIONS

A. Environmental Requirements

1. Roofing shall not be applied during precipitation and shall not be started in the event there is a probability of precipitation during applications.
2. The membrane shall not be applied at or below the dew point temperature.
3. When conditions are damp and where adjacent roof areas have moisture or dew, the roof shall be fully dried to prevent tracking water over the membrane substrates.
4. At ambient temperatures of 40°F and below, including wind chill, take all precautions to ensure all adhesives and other materials maintain the minimum acceptable temperature at the point of roofing application as recommended by the membrane manufacturer.

B. Protection

1. Protect against staining and mechanical damage of adjacent surfaces and work areas during application. Staining, mechanical damage, or discoloration of the membrane shall be cause for rejection.
2. Post a fire watch on site for a minimum of sixty (60) minutes subsequent to the completion of any open flame activities. Sufficient number of fire extinguishers to handle any contingency which might develop are to be on the roof at all times. The roofing applicators shall be trained in the proper use of fire extinguishers. Extinguish torches when not in use.
3. Prevent smoke and other fumes from entering facility by coordinating with Facility representative and by temporary intake shut down and/or covering intake.
4. Protect materials being installed and storage of materials against wind related damage.

- C. No more roofing will be removed than can be replaced with insulation, membrane and base flashings in the same day to create a watertight installation.

1.08 SAFETY

- A. Refer to Section 01 11 00-Summary of Work for fire prevention and safety.
- B. The Contractor shall coordinate work around HVAC, fans, vents, etc. with the Owner in advance of work to ensure flames, smoke or adhesive fumes will not be pulled into the building or equipment. The Contractor shall coordinate the work and work schedule with the Owner to ensure conditions are satisfactory to proceed with work around the equipment.

PART 2 PRODUCTS

2.01 MEMBRANE MATERIALS

- A. Manufacturers:
1. Subject to compliance with requirements herein, the following manufacturers are approved:
 - a. Firestone Building Products
 - b. Johns Manville (JM)
 - c. Siplast
 - d. Soprema, Inc.
- B. Roof Membrane Assembly:
1. A dimensionally stable roof membrane assembly consisting of 2 plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane secured to a prepared substrate. Both reinforcement mats shall be impregnated and coated each side with a high quality SBS modified bitumen blend.
 2. The roof system shall pass ASTM D 5849, Resistance to Cyclic Joint Displacement at 14°F. Passing results shall show no signs of membrane cracking or interply delamination after 500 cycles as manufactured and 200 cycles after heat conditioning according to ASTM D 5147.
- C. Flashing system shall consist of:
1. Reinforcing/Stripping Ply (Flashing Cement):
 - a. Firestone SBS Smooth
 - b. JM Dynalastic 180 S
 - c. Siplast Paradiene 20
 - d. Soprema Elastophene 180 Sanded
 2. Flashing/Target Ply (Flashing Cement):
 - a. Firestone SBS Flashing
 - b. JM Dynaflex
 - c. Siplast Parafor 30
 - d. Soprema Sopralene 180 FR GR

2.02 RELATED MATERIALS

- A. Asphalt primer: Shall meet ASTM D-41 requirements and be approved for intended use by membrane manufacturer and manufactured for use as a bond breaker between dissimilar metals.
- B. Flashing Cement: An asphalt cutback mastic, reinforced with non-asbestos fibers, enhanced slump resistance, used for all flashing and vertical applications conforming to ASTM D 4586 Type II requirements.
1. Firestone Multi-Purpose MB Flashing Cement
 2. JM MBR Flashing Cement
 3. Siplast PA 828
 4. Soprema Colply Flashing Cement

- C. Utility Roof Cement: An asphalt cutback general utility mastic, reinforced with non-asbestos fibers, used as a base for setting metal flanges and temporary seals conforming to ASTM D 4586 Type II requirements
- D. SBS Sealant: An SBS polymer modified asphaltic flashing cement in a 10.4 ounce cartridge conforming to ASTM 4586 requirements approved by the roofing membrane manufacturer for use in conjunction with the roofing membrane materials.
- E. Ceramic granules: Shall be of color scheme matching the granule surfacing of the cap sheet comparable to No. 11 granules.
- F. Tapered Insulation to provide 1/2-inch per foot slope at drain sump. Acceptable products (Select One):
 - 1. Asphalt impregnated wood fiber tapered edge strips and cant strips to be the sizes detailed or required by field conditions meeting ASTM C 208.
 - 2. Asphalt impregnated perlite tapered edge strips and cant strips to be the sizes detailed or required by field conditions meeting ASTM C 728, Type 3.
- G. Polyurethane Sealant: One-component elastomeric gun grade polyurethane sealant conforming to ASTM C 920, Type S, Grade NS, Class 25, and use NT, M, A, G, or O as required by substrate conditions. Color to match adjacent materials.
- H. Sealant Tape: Minimum 1/2-inch wide non-skinning butyl sealant tape.
- I. Galvanized Steel: ASTM, A 653, AISI G90 galvanized steel, mill finish.
 - 1. 24 gauge Slip Flashing
- J. Four pound soft lead: Roof Drain Flashing – utilize 30 inch by 30 inch sheet.

2.03 FASTENERS

- A. Base Flashing Fasteners: Masonry screws, approved by membrane manufacturer, 1/4 inch minimum diameter, corrosion resistant, with Phillips flat head. Length to provide minimum 1-1/2 inch embedment into substrate.
- B. Screws: #12 hot dipped galvanized or stainless steel hex or pan head screws with length to penetrate substrate a minimum of 1-1/2 inch.
- C. Washers: Shall be stainless steel with neoprene gasket backing. Shall be 9/16-inch diameter for use with #12 screws and 5/8-inch diameter for use with 1/4-inch diameter concrete and masonry anchors.
- D. Rivets: #44 stainless steel rivets with stainless steel mandrel. Length of rivet to properly fasten particular sheet metal components. Rivets shall be factory painted to match adjacent sheet metal.
- E. Termination Bar: 1/8-inch by 1 inch stainless steel flat bar with pre-drilled oversized or slotted holes 8 inches on center.

PART 3 EXECUTION

3.01 INSPECTION

- A. A pre-job conference including the Engineer, Contractor, and the membrane manufacturer's representative shall be conducted prior to the application of the roofing.
- B. Contractor shall verify that work which may otherwise affect the roofing has been properly completed.
- C. Contractor shall inspect existing roof system substrate prior to application of membrane. Commencement of work signifies Contractor's acceptance of substrate. Any defects in roofing work resulting from such accepted substrates shall be corrected to Owner's satisfaction at no additional expense.

3.02 PREPARATION

- A. General. All surfaces shall be swept or vacuumed prior to commencement of roofing.
- B. Contractor shall coordinate closure of air intakes prior to application of primer.
- C. All membranes shall be unrolled and allowed to relax in accordance with membrane manufacturer's recommendations or a minimum of thirty minutes, whichever is greater.
- D. Where walls, curbs, expansion joints, etc. present an unacceptable substrate for flashing and where flashings substrates are combustible, a layer of non-combustible overlayment insulation shall be fastened to provide a suitable substrate for flashing.
- E. Refer to Section 07 01 50 and 07 56 00 for additional Preparation requirements.

3.03 APPLICATION

- A. General:
 - 1. Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of the roofing membrane base ply shall immediately follow application of base sheet/insulation system as a continuous operation.
 - 2. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply the specified materials (i.e. granules, etc.), and exercise care in ensuring that the finished application is acceptable to the Owner. Excessive footprints or impressions in the surface ply will be grounds for rejection thereby requiring complete membrane tear-off and replacement.
 - 3. Priming:
 - a. Prime existing roof surfaces to receive new modified bitumen flashings with a uniform coating of asphalt primer.
 - b. Primer shall provide full coverage to ensure surfaces are dark brown to black. No less than 1 to 1-1/4 gallons per square will be accepted.
 - c. Allow primer to fully dry prior to application of asphalt/adhesive.
 - 4. Inspect membrane and flashing application each day. Repair all deficiencies daily prior to beginning or resuming other work.

- a. Membrane deficiencies shall be cut open and removed as necessary.
 - b. Repairs shall extend from lap to lap.
- B. Granule Embedment: Embed granules at all locations where membrane material will be installed over a granulated surface and a selvage edge is not present. Using a torch or embedment tool, heat the area and push the granules down into the heated bitumen. Do not scrape or remove the granules from the surface.
- C. Membrane Flashings:
 1. Base flashing shall be accomplished using a reinforcing ply and flashing ply. The reinforcing sheet shall be lapped a minimum of three inches to itself and shall extend a minimum of four inches onto the existing roof surface from the base of the wall and a minimum of six inches up the vertical termination above the base of the wall. The flashing sheet shall be lapped a minimum of three inches to itself and shall extend a minimum of eight inches from the base of the wall onto the existing roof surface and a minimum of six inches up the vertical termination above the base of the wall or as noted in the Contract Drawings. Lap seams in the reinforcing layer shall never coincide with the laps of the flashing layer. The reinforcing sheet and flashing sheet shall be adhered in a uniform layer of flashing cement (in accordance with the manufacturer's guidelines). All flashing sheets shall be cut off the end of the roll and be applied vertically, always working to a selvage edge.
 2. Base flashing shall be mechanically terminated using approved fasteners eight inches on center, using approved fasteners and termination bar.
- D. Roof Drain:
 1. Provide roof drain flashings as indicated in Contract Drawings. Install lead flashing in full bed of roof cement over existing built-up roof membrane. Form flashing with a rubber mallet to conform to substrate and extend a minimum of 1 inch beyond clamping ring. Strip-in flashing as specified.
 2. Provide new roof drain assembly with cast iron strainer dome and clamping ring and provide new stainless steel clamping ring bolts.
 3. Clamping rings shall be secured in place with all bolts at the end of each work day. Contractor shall water test roof drains after every instance the clamping ring is removed and reinstalled. The Contractor shall notify the Owner and Engineer of the water test schedule.
- E. Fasteners: Shall be size and type required.
 1. All fasteners to be rust resistant and compatible with materials to be joined.
 2. All exposed fasteners shall be stainless steel screws with washers fastened through 5/16-inch predrilled oversized holes.
 3. All exposed fasteners into concrete or masonry shall be metal based expansion anchor with stainless steel pin with washers fastened through 11/32-inch predrilled oversized holes.
 4. All exposed fasteners shall have factory painted heads to match the sheet metal color.
 5. Exposed horizontal surface fasteners are not acceptable.
- F. Slip Flashing:

1. Where dissimilar metals contact, galvanic action shall be prevented by means of heavy coat of asphalt primer.
2. Various sheet metal sections shall be uniform with corners, joints and angles mitered, sealed and secured.
3. Exposed edges shall be returned (hemmed); both for strength and appearance, and sheet metal shall be fitted closely and neatly.
4. Fabricate slip flashing as shown in Contract Drawings in 10 foot lengths.
5. Slip flashing shall extend a minimum of 2 inches below base flashing termination and shall fit tightly against parapet wall.
6. Secure slip flashing 12 inches on center.
7. Notch and lap ends of adjoining sections not less than 4 inches; apply sealant tape between sections.
8. Lap miters at corners a minimum of 1 inch and apply sealant between laps. Rivet at 2 inches on center.

3.04 CLEANING AND PROTECTION

- A. Remove all debris and excess material from the roof area. Pick-up all loose fasteners and sheet metal scraps.
- B. The Contractor shall clean off/remove excess adhesive, sealant, stains and residue on the membrane and flashing surfaces.
- C. All sheet metal work shall be thoroughly cleaned of all asphalt, flux, scrapes and dust.
- D. Scratches through the metal finish shall be replaced to the Owner's satisfaction.

END OF SECTION 07 52 16

SECTION 07 56 00

FLUID-APPLIED COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Application of fluid applied waterproof membrane coating consisting of prep work, primer coat, flashings, and finish coat on existing roof system.
- B. Manufacturer required testing at the time of the Punch List Inspection.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section, including but not limited to:
 - 1. Preparation for Roof Repairs and Coating Section 07 01 50
 - 2. Modified Bitumen Roofing Section 07 52 16

1.03 SUBMITTALS

- A. Refer to Section 01 33 00.
- B. Latest edition of the Manufacturer's current material specifications and installation instructions.
- C. Manufacturer's Product Data Sheets for all materials specified certifying material complies with all specified requirements.
- D. Original color samples of final Fluid Applied Waterproof coating.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide primary products, including primer coat, fluid applied membrane, flashing membrane, etc., by a single manufacturer, which has produced this type of product successfully for not less than ten (10) years. Provide secondary products only as approved by manufacturer for use with the specified fluid applied roofing system.
- B. Installer Qualifications: A single Installer or Firm ("Roofer") shall perform all work addressed in this section, and shall be certified by manufacturer, for installation of the fluid applied roofing system by spray rig.
- C. Installer Authorization: Installer shall possess written authorization from manufacturer, which certifies they are approved for installation of the fluid applied roofing system.

1.05 REGULATORY REQUIREMENTS

- A. FM Listing: Provide fluid applied membrane system and component materials which have been evaluated by Factory Mutual System for flame-spread and are listed in "Factory Mutual Approval Guide" for Class I construction over existing modified bitumen and metal roofing (Flame spread must be in accordance with ASTM #E-108). Provide roof covering materials, bearing FM approval marking on package or container,

which indicates that material has been subjected to FM's examination, test procedures, follow-up inspection services and approval.

- B. UL Listing: Provide fluid applied membrane system and component materials which have been evaluated by Underwriters Laboratories for flame-spread, and are listed in "Underwriters Laboratory Roofing Materials and Systems Directory" for Class A construction over existing metal or other non-combustible roofing (Flame-spread must pass ASTM #E-108 with unlimited slope). Provide roof covering materials, bearing UL approval marking on container, which indicates that material has been subjected to UL's examination, test procedures and follow-up inspection service.

1.06 PRE-INSTALLATION MEETING

- A. Prior to scheduled commencement of roofing installation and associated work, conduct meeting at the project site with Installer, Engineer, Owner, manufacturer's representative and any other persons directly concerned with the performance of the work. The Installer shall record conference discussions to include decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work, including but not necessarily limited to the following:
 - B. Tour representative areas of roofing substrates to inspect and discuss conditions of substrate, penetrations and other preparatory work to be performed.
 - C. Review fluid applied membrane system requirements (Specifications, Detail Drawings and other contract documents).
 - D. Review required submittals, both completed and yet to be completed.
 - E. Review and finalize construction schedule related to roofing work, and verify availability of materials, Installer's personnel, equipment and facilities needed to consistently make progress and avoid delays.
 - F. Review required inspection(s), testing, certifying and material usage accounting procedures.
 - G. Review weather and forecasted weather conditions, as well as, procedures for coping with unfavorable conditions including possibility of temporary roofing work.

1.07 DELIVERY, STORAGE AND PROTECTION

- A. Store and handle materials in a manner which shall ensure there is no possibility of contamination. Store in a dry, well-ventilated, weather-tight place at temperatures between 50 degrees Fahrenheit and 80 degrees Fahrenheit until product is ready to be applied (keep from freezing). Do not stack material pallets more than two (2) high. Do not subject existing roof to unnecessary loading of stockpiled materials.
- B. Mask adjacent areas of work not to receive fluid applied coating where required to prevent surfaces of unrelated materials from receiving coating. Erect temporary wind screen or other means of protection as required prior to application of spray coating.

1.08 ENVIRONMENTAL CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will

permit work to be performed in accordance with manufacturer's recommendations and guarantee requirements as follows:

- B. Do not begin work if rain is expected within twenty-four hours of application, or if temperatures are expected to fall below 42 degrees Fahrenheit during the duration of the job.
- C. Application shall occur when temperature is minimum 5 degrees Fahrenheit above the dew point temperature and rising.
- D. Upper temperature restriction (both air and substrate) for application of products is 120 degrees Fahrenheit. If substrate temperatures exceed 120 degrees Fahrenheit, products should be applied during cooler periods of the day. If this is not practical, the substrate can be cooled with water, and then products applied just after the water has flashed-off. No moisture can be present when applying products.
- E. Taking into consideration the UV curing properties of the fluid applied roofing membrane system, allow for sufficient daylight hours necessary for curing of materials.
- F. Other weather and environmental conditions to consider are mist, dew, condensation and relative humidity. These factors can lengthen drying times. If certain products are exposed to rain before they are completely dry, product may "wash-off" the roof.
- G. Application of coatings with spray equipment may require some masking and possible erection of wind screens to prevent over-spray and drift damage. Protect surfaces of unrelated areas from coatings and over-spray possibility.

1.09 SUBSTRATE CONDITIONS

- A. Installer shall prepare test patches to check adhesion (addressed in Part 3 of this specification). Always contact manufacturer's Technical Department concerning questionable substrates, required additional information and recommended test patch materials.

1.10 WARRANTY

- A. Provide Manufacturer's standard form, non pro-rated, without monetary limitation or deductibles, in which manufacturer agrees to repair or replace coating that fails.
- B. Manufacturer's Guarantee: Manufacturer's. Failure includes roof leaks or breaches in the coating, causing moisture to enter the substrate below (even if visible leaks are not observed inside the facility). Warranties requiring the Owner's signature will not be acceptable.
 - 1. Warranty to include but not be limited to coating, flashings, etc.
 - 2. Warranty Period: Five (5) years from date of Substantial Completion.
 - 3. Manufacturer's Representative and Contractor will be required to attend a post construction field inspection no earlier than fifty six (56) months and no later than fifty eight (58) months after the date of Substantial Completion and complete any corrective action requested by Owner, Engineer, or Manufacturer at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 GENERAL

- A. Elastomeric Roof Coating Membrane System: A multi component, roof coating system suitable for adhesion to Modified Bitumen. Basis of Design: Gaco Western – S-20 Silicone Coating. Color shall be selected by Owner.
- B. Roof system shall be one of the following:
 - 1. Gaco Western – S-20 Silicone Coating
 - 2. Engineer approved equivalent

2.02 MISCELLANEOUS COMPONENTS

- A. Flashing Compound: Flashing grade, single component moisture-cure polyurethane as recommended by the fluid applied coating manufacturer.
- B. Gap/Joint Sealant: Recommended and approved by fluid applied coating manufacturer.
- C. Reinforcing Fabric: Recommended and approved by the fluid applied coating manufacturer.
- D. Primer: Recommended and approved by the fluid applied coating manufacturer.
- E. Sealant Tape: Minimum 1/2-inch wide non-skinning butyl sealant tape.

PART 3 EXECUTION

3.01 PREPARATION OF SUBSTRATE

- A. Examine surfaces to receive Fluid Applied Waterproof Coating. Do not proceed with installation of the fluid applied membrane system until unsatisfactory conditions have been corrected in a manner acceptable to the manufacturer.
- B. Preparation of the roof substrates is the responsibility of the Installer. Installer shall address and correct all of the following:
 - 1. First remove heavy deposits of dirt, leaves and other debris from the roof using broom or air broomer.
 - 2. All large and excessive gaps in existing Modified Roof System at perimeter, penetrations, base flashing, etc. must be closed or made flush with the manufacturer's approved filler material.
- C. As a minimum, clean and prepare surfaces to receive waterproofing by removing all loose and flaking particles, grease and laitance with the use of a stiff bristle push broom. Alternate methods shall be used other than pressure-washing substrate with water.
- D. All existing silicone-based sealants must be completely removed from roof substrate prior to application of fluid applied membrane products.

3.02 APPLICATION

- A. Test Patches
 - 1. Installer shall prepare test patches on each roof substrate to determine the

required application rate that is necessary to obtain the specified coverage and dry mill thickness of thirty-eight (38) dry mills.

2. All penetrations, flashings and vertical surfaces to receive coating shall be primed and coated prior to coating the field of the roof.

B. Preliminary Work/Flashing Details

1. Any flashing or field membrane that has stress cracks will be reinforced with a layer of Polyester Tape embedded in two coats of Fluid Applied Waterproof Coating before the other coats are applied.

C. Primer Application

1. Apply two coats of primer by spray or roller at the rate of 1 gallon per two hundred square feet per pass.
2. Allow the primer to dry a minimum of 12 hours before the Fluid Applied Waterproof Coating is applied. The cure time will vary depending upon UV and humidity conditions. Stop the application two hours before any rain or dew point is reached.

D. Coating Application

1. Apply two finish coats at an average rate of one and one half gallon per one hundred square feet. Allow the first coat to dry a minimum of four hours prior to second coat installation. Recoat within four to forty-eight hours. It should not be applied unless the base coat is clean and will provide proper adhesion. Allow a minimum of 24 hours drying time prior to allowing foot traffic or inspection of roof surface.
2. Seams: After the specified top coat has been applied the contractor must walk the roof and make sure all seams are fully encapsulated. If any open seams are discovered additional coating must be brushed on the seam until it becomes encapsulated.

3.03 OTHER ITEMS

- A.** Installer shall take photographs of representative roof areas, including detail work, at the following intervals (minimum):

1. Before work commences
2. After roof has been thoroughly cleaned and prepared
3. After all flashing and detail work has been performed
4. After spray application of roofing membrane

- B.** Installer shall provide the following support for on-site inspections by a representative from the manufacturer's Technical Department (list is not comprehensive):

1. Representative from Installer's company who has authority to make binding decisions
2. Required means to access all areas of the treated roof (e.g., various ladders)
3. Previous photographs of the roof including test patch results, as applicable
4. Products and application equipment required to repair roof areas where destructive tests are to be performed.

- C.** Special care must be taken to avoid shading when spraying dark colors. When applying a

dark color, Installer must be very careful to always spray wet material onto wet material so that spray lines do not appear. Installer should use the roof ribs or standing seams to terminate each spray pass.

- D. Installer shall take special care when moving spray hoses and other equipment on the roof so that flashing work and encapsulated fastener heads are not damaged. Spray equipment shall remain on the ground for the duration of the job.
- E. No traffic shall be permitted on the coating surface for a minimum of three (3) days. Damage to the surface shall be repaired immediately.

3.04 MANUFACTURER TESTING AT PUNCH LIST

- A. At a minimum, the Manufacturer shall provide testing at the Punch List Inspection by taking a small slice of the dry fluid applied coating and using a digital caliper or Engineer and or Owner approved device determine the thickness of the installed material. The tested areas shall be immediately repaired by the Installer. A total of 10 areas randomly selected by the Engineer and or Owner will be tested.

END OF SECTION 07 56 00

CONTRACT DRAWINGS