
**UNIVERSITY OF SOUTH CAROLINA
SCHOOL OF MEDICINE BUILDING 1
MICROSCOPY LAB UPDRADES**

STATE PROJECT #H27-6106

**MAY 12, 2015
CONSTRUCTION DOCUMENTS**


A/E PROJECT # 14054.01

 **GMK**
ASSOCIATES, INC.

TABLE OF CONTENTS**PROJECT NAME:** USC School of Medicine Building 1 Microscopy Lab Upgrades**PROJECT NUMBER:** H27-6106

<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)	1
OSE Form 00501 - Standard Modifications to Agreement Between Owner and Contractor	3
General Conditions of the Contract for Construction (AIA Document A201 – 2007 Edition)	1
OSE Form 00811 - Standard Supplementary Conditions.....	23
Performance Bond (SE-355).....	2
Labor & Material Payment Bond (SE-357)	2
Change Order to Construction Contract (SE-380)	1
USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS.....	3
CONTRACT’S ONE YEAR GUARANTEE.....	1

TECHNICAL SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 1000 - Summary
- 01 1066 - Interim Life Safety Measures
- 01 1601 - Supplement A - Substitution Request Form
- 01 2000 - Price and Payment Procedures
- 01 3000 - Administrative Requirements
- 01 4000 - Quality Requirements
- 01 5000 - Temporary Facilities and Controls
- 01 6000 - Product Requirements
- 01 7000 - Execution and Closeout Requirements
- 01 7800 - Closeout Submittals

DIVISION 02 -- EXISTING CONDITIONS

- 02 2223 - Minor Demolition for Remodeling
- 02 4100 - Demolition

DIVISION 09 -- FINISHES

- 09 2116 - Gypsum Board Assemblies
- 09 5100 - Acoustical Ceilings
- 09 9000 - Painting and Coating

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 0100 - General Mechanical
- 23 0593 - Testing, Adjusting, and Balancing for HVAC
- 23 0713 - Duct Insulation
- 23 0923 - Digital Controls
- 23 3100 - HVAC Ducts and Casings
- 23 3300 - Air Duct Accessories
- 23 3700 - Air Outlets and Inlets
- 23 4000 - HVAC Air Cleaning Devices

END OF TABLE OF CONTENTS

SE-310**INVITATION FOR CONSTRUCTION SERVICES****PROJECT NAME:** USC School of Medicine Building 1 Microscopy Lab Upgrades**PROJECT NUMBER:** H27-6106**PROJECT LOCATION:** School of Medicine, Columbia SC**BID 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:** \$ \$70,000-\$100,000**DESCRIPTION OF PROJECT:** The project consists of the demolition and replacement of the suspended ceiling system and mechanical diffusers in the microscopy lab, add hot gas reheat to the existing split system heat pum and connect outside air and return to the existing HVAC unit through ductwork modifications. Small and minority business participation is strongly suggested and supported.**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** purchasing.sc.edu (See Facilities/Construction Solicitations & Awards)**PLAN DEPOSIT AMOUNT:** \$ \$0.00 **IS DEPOSIT REFUNDABLE** Yes No N/A Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. 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:** purchasing.sc.edu. It is the contractor's responsibility to download any documents from the purchasing website.*All questions & correspondence concerning this Invitation shall be addressed to the A-E.***A-E NAME:** GMK Associates**A-E CONTACT:** Jody Ricard**A-E ADDRESS:** **Street/PO Box:** 1201 Main Street, Suite 2100**City:** Columbia**State:** SC**ZIP:** 29201-**EMAIL:** jricard@gmka.com**TELEPHONE:** 803-256-0000**FAX:** 803-255-7243**AGENCY:** University of South Carolina**AGENCY PROJECT COORDINATOR:** Juaquana Brookins**ADDRESS:** **Street/PO Box:** 743 Green Street**City:** Columbia**State:** SC**ZIP:** 29201-**EMAIL:** jbrookin@mailbox.sc.edu**TELEPHONE:** 803.777.3596**FAX:** 803-777-7334**PRE-BID CONFERENCE:** Yes No **MANDATORY ATTENDANCE:** Yes No **PRE-BID DATE:** 5/21/2015 **TIME:** 10:00 am
Ferry Road, Columbia, SC 29209, Building #3 Second Floor Room 225**PLACE:** USC School of Medicine VA Campus, 6439 Garners**BID CLOSING DATE:** 6/2/2015 **TIME:** 2:00 pm**PLACE:** 743 Greene St., Conf. Rm 57, Columbia, SC 29201**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Juaquana BrookinsUSC Facilities Planning and Construction743 Greene Street, Columbia, South Carolina 29201**MAIL SERVICE:**Attn: Juaquana BrookinsUSC Facilities Planning and Construction743 Greene Street, Columbia, South Carolina 29201**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)**Yes No **APPROVED BY:** _____*(OSE Project Manager)***DATE:** _____

AIA Document A701
Instructions to Bidders

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****AGENCY:** University of South Carolina**PROJECT NAME:** USC School of Medicine Building 1 Microscopy Lab Upgrades**PROJECT NUMBER:** H27-6106**PROJECT LOCATION:** School of Medicine, 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**

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

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

2.11 *In Section 3.2.2:*

Delete the words "and Sub-bidders"

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

2.12 *In Section 3.2.3:*

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

Insert the following at the end of the section:

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

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

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

2.14 *Delete Section 3.3.2 and substitute the following:*

3.3.2 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids established in the Invitation for Bids. Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

2.15 *Delete Section 3.4.3 and substitute the following:*

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

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:*

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

Bidder shall not make stipulations or qualify his bid in any manner not permitted on the bid form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

2.21 *Delete Section 4.1.5 and substitute the following:*

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

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

Bid is submitted. If the Bid is sent by mail or special delivery service (UPS, Federal Express, etc.), the envelope should be labeled "BID ENCLOSED" on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the Invitation for Bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner's procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

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

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

2.30 *Delete Section 4.4.2 and substitute the following:*

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

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

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

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

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

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

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

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

2.33 *Insert the following Sections 5.2.2 and 5.2.3:*

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

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

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

2.34 *Delete Section 6.1 and substitute the following:*

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

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 Area

Building Where Posted: Facilities Planning & Construction

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

WEB site address (if applicable): 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

Note: AIA Document A310

Contractor to Provide

Bid Bond

In the form of

AIA A310

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: USC School of Medicine Building 1 Microscopy Lab Upgrades
PROJECT NUMBER: H27-6106

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): The project consists of the demolition and replacement of the suspended ceiling system and mechanical diffusers in the microscopy lab, add hot gas reheat to the existing split system heat pum and connect outside air and return to the existing HVAC unit through ductwork modifications.

\$ _____, 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): _____

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**.

No.	ITEM	Unit of Measure	ADD	DEDUCT
<u>1.</u>	_____	_____	\$ _____	\$ _____
<u>2.</u>	_____	_____	\$ _____	\$ _____
<u>3.</u>	_____	_____	\$ _____	\$ _____
<u>4.</u>	_____	_____	\$ _____	\$ _____
<u>5.</u>	_____	_____	\$ _____	\$ _____
<u>6.</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 30 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 \$ 200 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: _____

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

Original AIA Document on file at:

Office of Facilities, Planning, and Construction

743 Greene Street

Columbia, SC 29208

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGENCY: University of South Carolina

PROJECT NAME: USC School of Medicine Building 1 Microscopy Lab Upgrades

PROJECT NUMBER: H27-6106

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: Director

Address: 743 Greene Street, Columbia, SC 29201

Telephone: 803-777-3126

FAX: 803-777-5489

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: Pete Fisher

Title: Project Manager

Address: 743 Greene Street, Columbia, SC 29201

Telephone: 803-777-3126

FAX: 803-777-5489

Email: pfisher@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: Jody Ricard

Title: Mechanical Engineer

Address: 1201 Main Street, Suite 2100, Columbia, SC 290201

Telephone: 803-256-0000

FAX: 803-255-7243

Email: jricard@gmka.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

AIA Document A201
General Conditions of the Contract for Construction

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

AGENCY: University of South Carolina

PROJECT NAME: USC School of Medicine Building 1 Microscopy Lab Upgrades

PROJECT NUMBER: H27-6106

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."*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

- 3.15** *In the last sentence of Section 3.3.1, insert the words “by the Owner in writing” after the word “instructed.”*
- 3.16** *Delete the third sentence of Section 3.5 and substitute the following sentences:*
 Work, materials, or equipment not conforming to these requirements shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, the Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- 3.17** *Insert the following at the end of Section 3.6:*
 The Contractor shall comply with the requirements of Title 12, Chapter 9 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.
- 3.18** *In Section 3.7.1, delete the words “the building permit as well as for other” and insert the following sentence at the end of this section:*
 Pursuant to Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, no local general or specialty building permits are required for state buildings.
- 3.19** *Delete the last sentence of Section 3.7.5 and substitute the following:*
 Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.
- 3.20** *Delete the last sentence of Section 3.8.2.3 and substitute the following:*
 The amount of the Change Order shall reflect the difference between actual costs, 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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

Order.

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

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:*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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

If either party disputes the Architect's interpretation or decision, that party may proceed as provided in Article 15. The Architect's interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

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:*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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 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.”*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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:

- .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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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 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:

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

- 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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."*

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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 to 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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:

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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.

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- .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.

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:*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

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).

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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.

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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.
- 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.

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

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: agency _____
- Plumbing: agency _____
- Electrical: agency _____
- 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)*

none _____

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

Refer to Section 01 7800 - Closeout Submittals _____

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

Refer to Section 01 3000 - Administrative Requirements _____

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)*

None _____

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 _____

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 Green Street

Columbia, SC 29201

hereinafter referred to as "Agency", or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: USC School of Medicine Building 1 Microscopy Lab Upgrades

State Project Number: H27-6106

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: The project consists of the demolition and replacement of the suspended ceiling system and mechanical diffusers in the microscopy lab, add hot gas reheat to the existing split system heat pum and connect outside air and return to the existing HVAC unit through ductwork modifications.

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

Name: GMK Associates

Address: 1201 Main Street, Suite 2100

Columbia SC 29201

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 29201

hereinafter referred to as "Agency", or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: USC School of Medicine Building 1 Microscopy Lab Upgrades

State Project Number: H27-6106

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: The project consists of the demolition and replacement of the suspended ceiling system and mechanical diffusers in the microscopy lab, add hot gas reheat to the existing split system heat pum and connect outside air and return to the existing HVAC unit through ductwork modifications.

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

Name: GMK Associates

Address: 1201 Main Street, Suite 2100
Columbia, SC 29201

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 _____, 20____
(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: USC School of Medicine Building 1 Microscopy Lab Upgrades

PROJECT NUMBER: H27-6106

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 Order1234 Certification:

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

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. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

PROJECT FENCING

7. 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.
8. 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.
9. 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.

10. 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

11. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited.
12. 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.
13. Contractor's employees must adhere to the University's policy of maintaining a drug-free and tobacco-free campus.

HAZARDOUS MATERIALS & SAFETY COMPLIANCE

14. A USC Permit to Work must be signed prior to any work being performed by the general contractor or sub-contractor(s).
15. The contractor will comply with all regulations set forth by OSHA 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.
16. 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.
17. 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

18. 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.
19. 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.
20. 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.

21. 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.
22. 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").
23. 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.
24. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

TEMPORARY FACILITIES

25. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
26. 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

27. 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

28. 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.

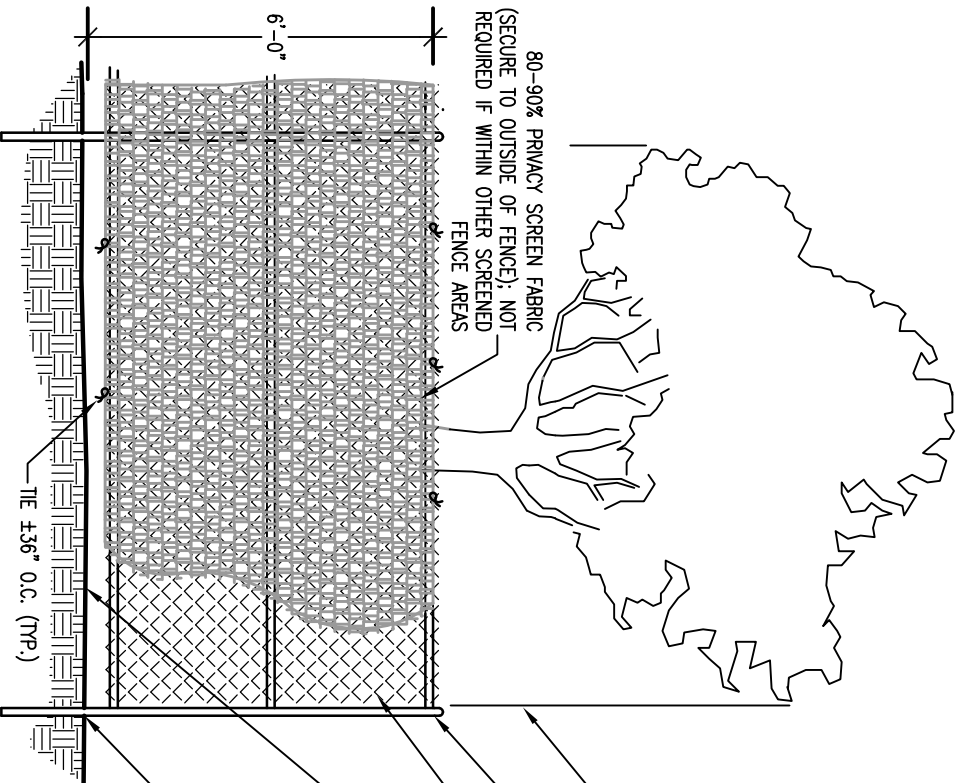
PROJECT EVALUATION & CLOSE-OUT

29. 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.
30. 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

31. 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.
32. 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.
33. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
34. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held responsible for damages and restoration expense.
35. 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.
36. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
37. All incidents of property damage shall be reported to Parking Services or the Work Management Center.



TREE CANOPY DRIPLINE:
SEE NOTE #2.

2½" O.D. GALV. FENCEPOST

CHAIN LINK FENCE PANEL

PROVIDE 4" HARDWOOD MULCH AT TREE PROTECTION AREA UPON RECOMMENDATION OF USC ARBORIST

FENCE POSTS TO BE SET INTO GROUND; MARK POST LOCATIONS FOR REVIEW AND APPROVAL BY USC ARBORIST PRIOR TO INSTALLATION. SEE NOTE #4.

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.

TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

NO SCALE REVISED 8.28.14

University of South Carolina
USC School of Medicine Building 1 Microscopy Lab Upgrades
Columbia, South Carolina

OSE PROJECT # H27-6106
A/E PROJECT # 14054.01

Project Name: USC School of Medicine Building 1 Microscopy Lab Upgrades

Project Number: H27-6106

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

WE _____

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

Defects or failures resulting from abuse by Owner.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

[Name of Contracting Firm]

*By _____

Title _____

*Must be executed by an office of the Contracting Firm.

SWORN TO before me this _____ day of _____, 2____ (seal) _____ State

My commission expires _____

SECTION 01 1000 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: USC - School of Medicine Building 1 Microscopy Lab Upgrades
- B. Owner's Name: UNIVERSITY OF SOUTH CAROLINA.
- C. Architect's Name: GMK Associates, Inc.
- D. The Project consists of the alteration of of the existing microscopy lab including the demolition and replacement of the suspended ceiling system and HVAC diffusers, add hot gas reheat to the existing split system heat pum and connect outside air and return to the existing HVAC unit.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of alterations work is shown on drawings.
- C. HVAC: Alter existing system and add new construction, keeping existing in operation.
- D. Fire Alarm: Restore existing system and equipment to operational condition.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
- D. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
- E. Do not obstruct roadways, sidewalks, or other public ways without permit.
- F. Existing building spaces may not be used for storage.
- G. Time Restrictions:

1. Noise and Odor are to be limited as much as possible and give notification (48hrs) through the Owner and Architect.
- H. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the building is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 3 days notice to Owner and authorities having jurisdiction.
- I. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 1066 - INTERIM LIFE SAFETY MEASURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interim Life Safety Measures

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit a written plan indicating that Interim Life Safety Measures have been addressed and shall be enforced, within two weeks of Notice to Proceed .

1.03 PROCEDURES

- A. The Interim Life Safety Measures shall:
 - 1. Ensure that exits provide free and unobstructed egress. Personnel shall receive training if alternative exits are designated. Buildings and areas under construction shall have maintained escape facilities for the Contractor's work forces at all times. Means of egress in construction areas shall be inspected daily.
 - 2. Ensure the fire alarm, detection, and suppression systems are properly functioning and are not impaired.
 - 3. Ensure that temporary construction partitions are smoke tight and built of noncombustible materials that will not contribute to the development or spread of fire.
 - 4. Provide additional fire-fighting equipment and use training for personnel.
 - 5. Prohibit smoking in or adjacent to construction areas.
 - 6. Develop and enforce storage, housekeeping, and debris removal practices that reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.
 - 7. Increase "hazard surveillance" of buildings, grounds and equipment with special attention to excavations, construction areas, construction storage, and field offices.
 - 8. Train personnel when structural or compartmentalize features of fire safety are compromised.
 - 9. Conduct organization-wide safety education programs to ensure awareness of Life Safety Code deficiencies, construction hazards, and these requirements.

END OF SECTION

SECTION 01 1601 - SUPPLEMENT A - SUBSTITUTION REQUEST FORM

TO:

JODY RICARD

GMK ASSOCIATES, INC.
1201 MAIN STREET, SUITE 2100
COLUMBIA, SOUTH CAROLINA 29201
FAX: 803.255.7243

WE HEREBY SUBMIT FOR YOUR CONSIDERATION THE FOLLOWING PRODUCT
INSTEAD OF THE SPECIFIED ITEM FOR THE ABOVE PROJECT:

DRAWING NO. _____ DRAWING NAME _____

SPEC. SECT.	SPEC NAME	PARAGRAPH	SPECIFIED ITEM
-------------	-----------	-----------	----------------

PROPOSED
SUBSTITUTION: _____

ATTACHED COMPLETE INFORMATION ON CHANGES TO DRAWINGS AND/OR
SPECIFICATIONS, WHICH PROPOSED SUBSTITUTION WOULD REQUIRE FOR ITS
PROPER INSTALLATION.

SUBMIT WITH REQUEST NECESSARY SAMPLES AND SUBSTANTIATING DATA TO
PROVE EQUAL QUALITY AND PERFORMANCE TO THAT WHICH IS SPECIFIED.
CLEARLY MARK MANUFACTURER'S LITERATURE TO INDICATE EQUALITY IN
PERFORMANCE.

THE UNDERSIGNED CERTIFIES THAT THE FUNCTION, APPEARANCE AND
QUALITY ARE OF EQUAL PERFORMANCE AND ASSUMES LIABILITY FOR EQUAL
PERFORMANCE, EQUAL DESIGN AND COMPATIBILITY WITH ADJACENT
MATERIALS.

SUBMITTED BY:

SIGNATURE/TITLE

FIRM

ADDRESS

TELEPHONE

DATE

SIGNATURE SHALL BE BY PERSON HAVING AUTHORITY TO LEGALLY BIND HIS
FIRM TO THE ABOVE TERMS. FAILURE TO PROVIDE LEGALLY BINDING
SIGNATURE WILL RESULT IN RETRACTION OF APPROVAL.

FOR USE BY THE ARCHITECT:FOR USE BY THE OWNER:

RECOMMENDED RECOMMENDED AS NOTED APPROVED
 NOT RECOMMENDED RECEIVED TOO LATE NOT APPROVED
 INSUFFICIENT DATA RECEIVED APPROVED AS NOTED

BY:

DATE:

FILL IN BLANKS BELOW:

- A. Does the substitution affect dimensions shown on Drawings: Yes No If yes, clearly indicate changes. _____
- B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes No If no, fully explain: _____
- C. What affect does substitution have on other Contracts or other trades?

- D. What affect does substitution have on construction schedule?

- E. Manufacturer's warranties of the proposed and specified items are: Same Different (If Different, Explain on Attachment)
- F. Reason for Request: _____
- G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations: _____

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

- I. Designation of maintenance services and sources:

(ATTACH ADDITIONAL SHEETS IF REQUIRED.)

END OF SECTION

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- D. The Contractor's Construction Schedule and Submittal Schedule are included in other sections of Division 1.
- E. See also the payment requirements in Supplementary Conditions.
- F. Change procedures.
- G. Correlation of Contractor submittals based on changes.
- H. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Document 00 5200 - Agreement Form: Contract Sum, retainages, payment period.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 30 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
 - 1. Provide minimum of 1% of the Construction Cost for Project Record Drawings.
 - 2. Provide minimum of 1% of the Construction Cost for Operating and Maintenance Data.
 - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- E. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's construction schedule.
 - 2. Application for Payment form.
 - 3. List of Subcontractors.
 - 4. Schedule of allowances.
 - 5. Schedule of alternates.
 - 6. List of principal suppliers and fabricators.
 - 7. Schedule of submittals.
- F. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

- G. Identification: Include the following Project identification on the Schedule of Values:
 - 1. Project name and location.
 - 2. Name of the Architect.
 - 3. Contractor's name and address.
 - 4. Date of submittal.
- H. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- I. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- J. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- K. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.
- L. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of Subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. Contractor's Construction Schedule (preliminary if not final).
 - 5. Schedule of principal products.
 - 6. Submittal Schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of building permits.
 - 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 - 11. Initial progress report.
 - 12. Report of pre-construction meeting.
 - 13. Certificates of insurance and insurance policies.
 - 14. Performance and payment bonds (if required).
 - 15. Data needed to acquire Owner's insurance.
 - 16. Initial settlement survey and damage report, if required.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.

4. Previous Applications.
 5. Work in Place and Stored Materials under this Application.
 6. Authorized Change Orders.
 7. Total Completed and Stored to Date of Application.
 8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
- F. Execute certification by signature of authorized officer.
1. Incomplete applications will be returned without action.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- I. Submit three copies of each Application for Payment.
- J. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- K. Include the following with the application:
1. Transmittal letter as specified for Submittals in Section 01 3000.
 2. Construction progress schedule, revised and current as specified in Section 01 3216.
 3. Affidavits attesting to off-site stored products.
- L. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
- M. When an application shows completion of an item, submit final or full waivers.
- N. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- O. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- P. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties (guarantees) and maintenance agreements.
 3. Test/adjust/balance records.
 4. Meter readings.
 5. Start-up performance reports.
 6. Change-over information related to Owner's occupancy, use, operation and maintenance.
 7. Final cleaning.
 8. Application for reduction of retainage, and consent of surety.
 9. Advice on shifting insurance coverages.

- Q. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- R. Contractor is required to assemble and complete information required by SC Department of Health and Environmental Control for project close-out. Copies of these regulations and guidelines are available from SCDHEC or will be given to successful bidder upon start of work. Three copies of all information is required.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.

- d. Justification for any change in Contract Time.
- e. Credit for deletions from Contract, similarly documented.
2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- C. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
 1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to Owner.
 6. Certified property survey.
 7. Proof that taxes, fees and similar obligations have been paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish and similar elements.
 10. Change of door locks to Owner's access.
- D. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.

END OF SECTION

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Number of copies of submittals.
- E. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contractor, Owner, and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Contractor to record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals on day and time convenient for all parties involved.
- B. Make arrangements for meetings, prepare agenda with copies for participants prior to meetings, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers as appropriate to agenda topics for each meeting. The Architect and Owner may attend.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.

4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of status of Request for Information (RFI).
 7. Review of status of Architectural Supplemental Instructions (ASI).
 8. Review of status of proposal requests (PR).
 9. Review of status of Change Orders (CO).
 10. Review of off-site fabrication and delivery schedules.
 11. Maintenance of progress schedule.
 12. Corrective measures to regain projected schedules.
 13. Planned progress during succeeding work period.
 14. Coordination of projected progress.
 15. Maintenance of quality and work standards.
 16. Effect of proposed changes on progress schedule and coordination.
 17. Other business relating to Work.
- E. Record minutes and distribute copies within five days after meeting to participants, with three copies to Architect, one copy to Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit a preliminary schedule within 1 week after Notice to Proceed.
- B. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 5 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 - a. When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.
 - b. Content:
 - 1) Identify the particular product being submitted; submit only pertinent pages.
 - 2) Show compliance with properties specified.
 - 3) Identify which options and accessories are applicable.
 - 4) Show compliance with the specific standards referenced.
 - 5) Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
 - 6) Identify dimensions which have been verified by field measurement.
 - 7) Show special coordination requirements for the product.
 2. Shop drawings.
 - a. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate portion of the work, showing fabrication, layout, setting and erection details.

- b. Do not reproduce the Contract Drawings for the shop drawing submittals. Electronic media of the Construction Documents are not available for the Contractor's Subcontractor's, or material suppliers use.
 - c. Identify details by reference to drawing sheet number(s) and pertinent detail number(s).
 - d. Shop drawings shall not include the phrase "by others", except when relating to materials, products or equipment not included under the total Contract.
3. Samples.
- a. Provide samples that are the same as proposed product.
 - b. Where products are to match a sample prepared by other entities, prepare sample to match.
 - c. Preparation:
 - 1) Attach a description to each sample.
 - 2) Attach name of manufacturer or source to each sample.
 - 3) Where compliance with specified properties is required, attach documentation showing compliance.
 - 4) Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.
 - d. Keep final sample set(s) at the project site, available for use during progress of the work.
 - e. Contractor shall be responsible for submitting all interior and exterior materials samples that require a color and/or finish selection or is required to be part of a mock up assembly at the same time. The Contractor shall include the color, finish, material selection schedule in the shop drawing submittal schedule. The Architect will provide final color, finish, and material selections only when they have all been submitted by the Contractor.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
- 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

3.08 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Transmit each submittal with AIA Form G810, in duplicate.
 - 1. Submittals received without a transmittal form will be returned without review or action.
 - 2. Fill out a separate transmittal form for each submittal; also include the following:
 - a. Other relevant information.
 - b. Requests for additional information.
 - 3. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project name and numbers, Contractor's, Subcontractor's or supplier's name and address, Architect's name and address, Manufacturer's name ; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, quantities, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 - 1. Contractor's responsibility regarding errors and omissions in submittals is not relieved by Architect's review of submittals.
 - 2. Contractor's responsibility regarding deviations in submittals from requirements of Contract Documents is not relieved by Architect's review submittals, unless Architect gives written acceptance of specific deviations as approved by Owner.

3. When work is directly related and involves more than one trade, shop drawings shall be coordinated by the submitting Contractor/Subcontractor with other trades prior submission and related work submitted under one cover.
 - a. After shop drawing has been submitted for review, no changes may be made to that Drawing other than changes resulting from review notes made by the Architect unless such changes are clearly identified and circled before being resubmitted. Any failure to comply with this requirement shall nullify and invalidate the Architect's review.
4. Submittals without Contractor's stamp of review will not be reviewed and will be returned for resubmission.
- F. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned without review or action.
- G. Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.
- H. Do not include requests for substitution (either direct or indirect) on submittals; comply with procedures for substitutions specified elsewhere.
- I. Schedule submittals to expedite the Project, and coordinate submission of related items.
 1. Prepare and submit, in accordance with the approved Project Construction Schedule, a separate document listing dates by which shop drawings, product data and samples must be submitted for each material, product or equipment item requiring submittal.
 2. The schedule shall reflect an orderly sequence so as to cause no delay in the Work.
 3. Coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.
 4. Coordinate submittals of different types for the same product or system so that the Architect has enough information to properly review each submittal.
 5. The dates indicated shall allow reasonable time for the review process of checking, correcting and resubmitting and reasonable time for procurement.
 6. No extension of time will be granted to the Contractor/Subcontractor because of failure to expeditiously submit shop drawings and samples in reasonable time to allow for review process.
 7. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. Architect shall review with reasonable promptness.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Architect review stamps. Submittals to receive Architect's action marking: Provide blank space on the label or on the submittal itself for action marking; 4 inches wide by 6 inches high.
- L. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.
 1. Stamped Reviewed, no corrections or resubmissions required, fabrication may proceed.
 2. Stamped Revise and Resubmit.
 - a. If Contractor/Subcontractor complies with noted corrections, fabrication may proceed.

3. If for any reason the Contractor/Subcontractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor/Subcontractor shall resubmit, following procedures outlined herein before.
4. Stamped Revise and Resubmit or Resubmit.
 - a. Contractor/Subcontractor shall revise and resubmit for review. Fabrication shall not proceed.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- O. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Manufacturers' field services.

1.02 SUBMITTALS

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report within 10 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.03 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Accepted mock-ups shall be a comparison standard for the remaining Work.
- C. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Lay-Down and Staging areas
- I. Locking and Tagging Existing Equipment
- J. Campus Smoking Policy

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

1.03 SUBMITTALS

- A. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility connection within 10 days of the date established for commencement of the Work.

1.04 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library, "Temporary Electrical Facilities."
- C. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility connection. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.

1.06 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- D. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- E. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- F. First Aid Supplies: Comply with governing regulations. All accidents or injuries shall be reported to Owner.
- G. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- H. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- I. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site

1.07 TEMPORARY UTILITIES

- A. Power:
 - 1. The contractor will be responsible for furnishing and installing all temporary power to the areas as needed and/or required. Temporary power can be tapped at the nearest panels. Temporary power is subject to testing and inspection by the third party code official.
 - 2. All temporary electrical work shall be furnished by the contractor as a "Means and Methods" condition. The electrical plans do not show any design for the contractor's temporary power requirements.
- B. Water is available from each custodial closet at each floor.

1.08 TELEPHONE AND EMAIL SERVICE

- A. Provide, maintain, and pay for telephone and email service at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Email: Account/address reserved for project use.
 - 2. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.

1.09 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
 - 1. The location for the temporary facilities will be determined by the Owner.
 - 2. Contractor shall provide fencing and screening around the facilities to render them secure and visually screened from pedestrians. Screening shall be USC approved green colored fabric type attached to the outside of fencing in a secure manner.
- B. Use of existing facilities is not permitted as directed by Owner.
- C. Maintain daily in clean and sanitary condition.

1.10 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.11 INTERIOR ENCLOSURES

- A. Provide temporary partitions to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Non combustibile metal framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. STC rating of 35 in accordance with ASTM E90.
 - 2. Maximum flame spread rating of 75 in accordance with ASTM E84.
- C. Paint surfaces exposed to view from Owner-occupied areas.

1.12 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.

- C. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- D. Store combustible materials in containers in fire-safe locations
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities for fighting fires. Prohibit smoking in the building.
- F. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- H. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, might be contaminated or polluted, or that other undesirable effects might result.
- I. Coordinate with Owner's security program.

1.13 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing on-site roads shall not be used for construction traffic unless otherwise indicated.
- E. Existing USC parking areas may be used for construction parking as directed by Owner.
- F. Do not allow vehicle parking on other undesignated existing site pavement areas.

1.14 WASTE REMOVAL AND BUILDING ACCESS DURING CONSTRUCTION

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- E. The location for the debris dumpster will be determined by the Owner. USC will provide the parking spaces to the contractor for location of the dumpster.
- F. No chutes will be allowed for debris removal.
- G. Debris haul route shall be approved by the owner in writing from the source to the dumpster.

H. Debris shall not be removed during normal building hours.

1.15 CONSTRUCTION PERSONNEL AND INTERMINGLING WITH BUILDING OCCUPANTS

A. The public core area of the building including the stairs, elevators and corridors will not be allowed to have construction personnel in the area at the same time as students, faculty, and other normal occupants. All debris removal or other possible inter mingling of construction personnel shall be scheduled and coordinated with the owner.

1.16 LAY DOWN AND STAGING AREAS

- A. There is limited available area for contractor lay down and staging at the exterior perimeter of the building. All adjacent areas are parking and pedestrian areas with limited access.
- B. Coordinate locations with the Owner.

1.17 LOCKING AND TAGGING EQUIPMENT

- A. The contractor is responsible for locking and tagging air handler and other equipment as required to limit access to equipment which might effect abatement activities.
- B. The contractor shall coordinate with the owner on locking and tagging plans.

1.18 CAMPUS SMOKING POLICY

A. Smoking is prohibited on the USC Campus. Smoking is not allowed by construction personnel. Workers not complying with these requirements shall be subject to dismissal.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.

2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 3. Have a published GreenScreen Chemical Hazard Analysis.
- D. Provide interchangeable components of the same manufacture for components being replaced.
 - E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
 - F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Substitutions will not be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.
- G. Substitution Request Form:
 - 1. SUBSTITUTIONS WILL BE CONSIDERED ONLY WHEN THE ATTACHED FORM IS COMPLETED AND INCLUDED WITH THE SUBMITTAL WITH ALL BACK-UP DATA.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, except payment procedures.
- H. General requirements for maintenance service.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Clean interior spaces prior to the start of the finish painting and continue cleaning on an as-needed basis until painting is finished.
 - 2. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3. Handle materials in a controlled manner with as little handling as possible; do not drop or throw materials from heights.
- C. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- D. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.04 PRE-CONSTRUCTION

- A. Meet with management staff of the area of construction for required infection control practices in that department and comply with the Owner's policies.

1.05 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Building shall be enclosed, ventilated and sealed from the exterior prior to installation of interior finish materials.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.

1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

- H. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- I. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- J. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- K. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- L. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- M. Refinish existing surfaces as indicated:
- N. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
- O. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- P. Clean existing systems and equipment.
- Q. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- R. Do not begin new construction in alterations areas before demolition is complete.
- S. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- K. Meet with management staff of the area of construction for required infection control practices in that department and comply with the Owner's policies.

3.06 PROGRESS CLEANING

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- B. Contractor shall assess the amount of air borne dust and debris for construction and apprise the Owner of the need to change the air filtration filters in the air handling system at an increased frequency.
- C. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- D. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- F. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- G. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

- F. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593.

3.11 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Materials:
 - 1. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
 - 2. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
 4. Sweeping compounds used in cleaning operations shall leave no residue on concrete floor surfaces that may effect installation of finish flooring materials.
- C. Execute final cleaning prior to final project assessment.
 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
 - D. Use cleaning materials that are nonhazardous.
 - E. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - F. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
 - G. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior surfaces.
 - H. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - I. Dust cabinetwork and remove markings.
 - J. Prior to final completion, or Owner occupancy, the Contractor shall conduct an inspection of sight-exposed interior surfaces, and all work areas, to verify that the entire Work is clean
 - K. Tunnels and closed off spaces shall be cleaned of packing boxes, wood frame members and other waste materials used in the construction.
 - L. The entire system of piping and equipment shall be cleaned internally. The Contractor installing those items shall open all dirt pockets and strainers, completely blowing down as required and clean strainer screens of all accumulated debris.
 - M. Tanks, fixtures and pumps shall be drained and proved free of sludge and accumulated matter.
 - N. Temporary labels, stickers, etc., shall be removed from fixtures and equipment. (Do not remove permanent name plates, equipment model numbers, ratings, etc.)
 - O. Heating and air conditioning equipment, tanks, pumps and traps shall be thoroughly cleaned and new filters or filter media installed.
 - P. Before being placed in service, domestic water distribution systems, including those for cold water, drinking water and the hot water system shall be chlorinated. The method to be used shall be at the option of the Contractor installing the systems, and one of the methods set forth in the AWWA Standard specifications, latest edition, including all amendments thereto. The treatment shall consist of a solution of not less than 50 parts per million of available chlorine. The chlorinating material shall be either liquid chlorine or sodium hypochloride. After sterilization the system shall be flushed with clear water until the chlorine residual is not greater than 0.2 per million.
 - Q. Clean filters of operating equipment.
 - R. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Contract requirements shall be met when construction activities have successfully produced, in this order, these three terminal activities:
 - 1. Substantial Completion.
 - 2. Final Completion.
 - 3. Final Payment.
- B. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- C. Substantial Completion:
 - 1. The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.
 - 2. When the Contractor considers the Work is substantially complete, he shall submit to the Architect:
 - a. A written notice that the Work, or designated portion thereof, is substantially complete.
 - b. A list of items to be completed or corrected, (herein after referred to as Punch List).
 - c. Request Substantial Completion Observation at a mutually agreeable date.
 - 3. Within a reasonable time after receipt of such notice, the Architect, the Contractor, and at his option, the Owner, will make an observation to determine the status of completion.
 - 4. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect will promptly notify the Contractor in writing, giving the reasons thereof.
 - b. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Architect.
 - c. The Architect will re-observe the Work and the cost of the Architect's time and reimbursable expenses will be charged to the Contractor.
 - 5. When the Architect concurs that the Work is substantially complete, he will:
 - a. Prepare a Certificate of Substantial Completion on AIA Form G704, accompanied by the Contractor's Punch List of items to be completed or corrected, as verified and amended by the Architect. (Note: Contract responsibilities are not altered by inclusion or omission of required work from the Punch List.)
 - b. Submit the Certificate to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
 - 6. The Contractor shall complete or correct all items identified on the Punch List and required by the Contract requirements within time limits established by the Certificate.
 - 7. Owner will occupy portions of the building as specified in Section 01 1000.
 - 8. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- D. Final Completion:
 - 1. To attain final completion the Contractor shall complete activities pertaining to Substantial Completion, and complete work on punch list items. Only then shall he issue written request to the Architect for Final Observation.

2. When the Contractor considers the Work is complete, he shall submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.
 - d. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - e. Work is completed and ready for final observation.
 3. The Architect, the Contractor and the Owner will make an observation to verify the status of completion with reasonable promptness after receipt of such certification.
 4. Should the Architect consider that the Work is incomplete or defective:
 - a. The Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - b. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Architect that the Work is complete.
 - c. The Architect will reinspect the Work.
 5. When the Architect finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
- E. The Contractor's Closeout Submittals to the Architect:
1. Evidence of compliance with requirements of governing authorities:
 - a. Certificate of Occupancy
 - b. Certificates of Inspection
 - c. Mechanical
 - d. Electrical
 2. Project Record Documents: To requirements of Section 01780.
 3. Operating and Maintenance Data, Instructions to the Owner's Personnel: To requirements of Section 01780.
 4. Warranties and Bonds: To requirements of individual sections.
 5. Spare Parts and Maintenance Materials: To requirements of individual sections.
 6. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- F. Final Adjustment of Accounts:
1. Submit a final statement of accounting to the Architect.
 2. Statement shall reflect all adjustments to the Contract Sum:
 - a. The original Contract Sum.
 - b. Additions and deductions resulting from:
 - 1) Previous Change Orders.
 - 2) Deductions for uncorrected Work.
 - 3) Deductions for reinspection payments.
 - 4) Other adjustments.
 - c. Total contract sum, as adjusted.
 - d. Previous payments
 - e. Sum remaining due.

3. Architect will prepare a final Change Order, reflecting adjustments to the Contract Sum which were not previously made by Change Orders.
- G. Final Application for Payment:
 1. The Contractor shall submit the final Application and Certificate for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect prior to claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 15 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
 - 4. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

5. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
6. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
7. Bind warranties and bonds in two (or more) duplicate heavy-duty, commercial quality, durable 3-hole punch tab binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
8. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
9. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.
10. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 2. Field changes of dimension and detail.

3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- E. Manuals:
 1. Purpose:
 - a. Operation and maintenance manuals will be used for training of, and use by, Owner's personnel in operation and maintenance of mechanical and electrical systems and equipment. A separate manual or chapter within a manual shall be prepared for each class of equipment or system.
 - b. For additional requirements refer to various specification sections.
- F. Instructions of Owner's Personnel
 1. Fully instruct Owner's designated operating and maintenance personnel in operating, adjustments and maintenance of all mechanical and electrical systems and equipment as required by respective and pertinent sections, after all final inspection, tests and repairs have been completed.
 2. Operating and maintenance manuals shall constitute the basis of instructions. Contents of manual shall be reviewed in full detail, explaining all aspects of operations and maintenance.
 3. Prepare and include additional data when need for such data becomes apparent during instruction and training and sessions.
 4. Training sessions shall be jointly arranged with Owner during Contractor's normal week and daily hours. The Owner shall have the responsibility of scheduling its shift work personnel accordingly.
 5. Owner and Contractor shall coordinate and cooperate to keep training sessions to a reasonable minimum.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Safety instructions.

Q. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder on the front and the spine with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Provide heavy duty paper tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder on the front and the spine with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- I. See all provisions under "3.5 WARRANTY:" in General Conditions.
- J. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- K. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, guarantee the corrected work with a new warranty equal to the original.
- L. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- M. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- N. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- O. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

END OF SECTION

SECTION 02 2223 - MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of designated building equipment and fixtures.
- B. Removal of designated construction.
- C. Disposal of materials.
- D. Identification of utilities.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary: Work sequence and continued occupancy of the building.
- B. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped utilities.
 - 1. Indicate unanticipated structural, electrical, or mechanical conditions.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection .
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress from any building exit or site exit.
- D. Do not disable or disrupt building fire or life safety systems without 5 days prior written notice to Owner.
- E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.05 SEQUENCING

- A. Sequence work under the provisions of Section 01 1000.

1.06 SCHEDULING

- A. Schedule work under the provisions of Section 01 3216.
- B. Arrange schedule so as not to interfere with the Owner's operations.
- C. Schedule work to coincide with new construction.
- D. Describe demolition removal procedures and schedule.

1.07 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.
- C. Occupancy:
 - 1. The Owner will continue to occupy portions of the existing building.
 - 2. Adjacent spaces will not be vacated during demolition activities.

- D. Existing Conditions:
 - 1. After the project is begun, the Contractor is responsible for the condition of structures to be demolished. The Owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for bidding purposes.
- E. Unforeseen Conditions: Should unforeseen conditions be encountered that affect design or function of project, investigate fully and submit an accurate, detailed, written report to the architect. While awaiting the architect's response, reschedule operations if necessary to avoid delay of overall project.

1.08 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner during the Contractors Demolition Work.
 - 2. If other suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
 - 3. Hazardous materials will be removed by Owner, as indicated above, under a separate contract.
 - 4. Coordinate the schedule of Work to allow for Owner's abatement contractor scope of work.
 - 5. Attached is the HAZMAT survey for the area of the project.
- D. On-site storage or sale of removed items or materials is not permitted.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.
- B. Insofar as is practical, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.
- C. Perform continuing surveys as the work progresses to detect hazards resulting from demolition or construction activities.
- D. Verify actual conditions to determine in advance whether removal or demolition of any element will result in structural deficiency, overloading, failure, or unplanned collapse.

3.02 PREPARATION

- A. Provide for the protection of persons passing around or through the area of demolition.
- B. Erect and maintain weatherproof closures for exterior openings.
- C. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued building occupancy. Insulate to provide noise protection to occupied areas.

- D. Construct temporary partitions in a manner at least equal to the following (or superior, if necessary to provide effective protection specified):
 - 1. Gypsum-board surfaces adjacent to occupied areas, with joints taped.
- E. Protect existing materials and equipment that are not to be demolished.
- F. Notify affected utility companies before starting work and comply with their requirements.
- G. Mark location and termination of utilities.
- H. Provide appropriate temporary signage including signage for exit or building egress.
- I. Damages: Without cost to the Owner and without delay, repair any damages caused to facilities to remain.

3.03 POLLUTION CONTROLS

- A. Control as much as practical the spread of dust and dirt.
- B. Observe environmental protection regulations.
- C. Do not allow water usage that results in freezing or flooding.
- D. Do not allow adjacent improvements to remain to become soiled by demolition operations.

3.04 DEMOLITION

- A. Disconnect, remove, and identify designated utilities within demolition areas.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members .
- C. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- D. Remove materials as demolition progresses. Upon completion of demolition, leave areas in clean condition.
- E. Remove: Unless items are otherwise indicated to be reinstalled or salvaged, remove and scrap.
- F. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare for service; reinstall in the same location (or in the location indicated).
- G. Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated).
- H. Remove and Salvage: Items indicated to be salvaged will remain the Owner's property. Carefully remove and clean items indicated to be salvaged; pack or crate to protect against damage; identify contents of containers; deliver to the locations indicated.
- I. Remove and Scrap: Remove and dispose of items indicated.
 - 1. All demolished or removed items and materials shall be considered scrap except for those indicated to remain, those indicated to be reinstalled, and those indicated to be salvaged.
 - 2. Items of value to the contractor:
 - a. Do not store removed items on site.
- J. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the Architect's permission, the Contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- K. Perform work in a systematic manner.

- L. Demolish and remove existing construction only to the extent required by new construction and as indicated in the contract documents.
- M. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.
- N. Remove debris daily.
- O. Masonry: Detach masonry to be demolished from adjoining construction to remain with power-driven masonry saws or hand tools.
- P. Use any methods permitted by governing regulations and the requirements of the contract documents.

3.05 REPAIRS AND PATCHING

- A. Perform repairs in accordance with patching requirements specified in Division 1 under cutting and patching.

3.06 CLEANING

- A. Remove tools and equipment. Dispose of scrap.
- B. Broom clean interior areas.
- C. Clean soil, smudges, and dust from surfaces to remain.
- D. Leave exterior areas free of debris.
- E. Return structures and surfaces to remain to condition existing prior to commencement of demolition.

END OF SECTION

SECTION 02 4100 - DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of five years of documented experience.

PART 3 EXECUTION

2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.

6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

2.02 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as shown.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

2.03 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 09 2116 - GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal channel ceiling framing.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2012.
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2013.
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- D. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2011.
- E. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- F. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2011.
- G. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2007 (Reapproved 2013).
- H. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2010a.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- J. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- K. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.
- L. GA-600 - Fire Resistance Design Manual; Gypsum Association; 2012.
- M. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with fireproofing.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

- E. Test Reports: For all stud framing products that do not comply with ASTM C645 or C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 3 years of documented experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Fire Rated Assemblies: Provide completed assemblies with the following characteristics:
 - 1. Fire Rated Ceilings:; 1 hour rating.
 - 2. Gypsum Association File Numbers: Comply with requirements of GA-600 for the particular assembly.
 - 3. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL Fire Resistance Directory.

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 2. Marino: www.marinoware.com.
 - 3. Phillips Manufacturing Company: www.phillipsmfg.com.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: "C" shaped with flat or formed webs .
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C shaped.
 - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum: www.americangypsum.com.
 - 2. CertainTeed Corporation: www.certainteed.com.
 - 3. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 4. National Gypsum Company: www.nationalgypsum.com.
 - 5. PABCO Gypsum: www.pabcogypsum.com.
 - 6. USG Corporation: www.usg.com.
 - 7. Substitutions: See Section 01 6000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

- a. Mold-resistant board is required at all locations.
3. At Assemblies Indicated with Fire-Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
4. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
5. Mold-Resistant Paper-Faced Products:
 - a. American Gypsum; M-Bloc.
 - b. American Gypsum; M-Bloc Type X.
 - c. CertainTeed Corporation; ProRoc Brand Moisture & Mold Resistant Gypsum Board.
 - d. Georgia-Pacific Gypsum; ToughRock Mold-Guard.
 - e. Lafarge North America Inc; Mold Defense Drywall.
 - f. Lafarge North America Inc; Protecta AR 100 Type X with Mold Defense.
 - g. National Gypsum Company; Gold Bond Brand XP Gypsum Board.
 - h. National Gypsum Company; Gold Bond Hi-Abuse Brand XP Wallboard.
 - i. Pacific Coast Building Products, Inc; PABCO Mold Curb Gypsum Wallboard.
 - j. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels.
 - k. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels AR.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Acoustic Sealant: As specified in Section 07 9005.
- D. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
 1. Types: As detailed or required for finished appearance.
 2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
 3. Manufacturers - Finishing Accessories:
 - a. Same manufacturer as framing materials.
- E. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 2. Ready-mixed vinyl-based joint compound.
- F. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- G. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- H. Screws for Attachment to Steel Members From 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.

- I. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
- C. Studs: Space studs as permitted by standard.
 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
- D. Blocking: Install wood blocking for support of:
 1. Framed openings.
 2. Wall mounted cabinets.
 3. Plumbing fixtures.
 4. Toilet partitions.
 5. Toilet accessories.
 6. Wall mounted door hardware.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 1. Place one bead continuously on substrate before installation of perimeter framing members.
 2. Place continuous bead at perimeter of each layer of gypsum board.
 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Double-Layer Non-Rated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Use glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- C. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.

- D. Installation on Metal Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.06 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 4. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
 - 5. Level 0: Temporary partitions.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling and sanding is not required at base layer of double layer applications.
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 09 5100 - ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 RELATED REQUIREMENTS

- A. Section 23 3700 - Air Outlets and Inlets: Air diffusion devices in ceiling.
- B. Section 26 5100 - Interior Lighting: Light fixtures in ceiling system.

1.03 REFERENCE STANDARDS

- A. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2013.
- B. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2014.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2008e1.

1.04 FIELD CONDITIONS

- A. Work above ceilings has been finished, tested, and approved.
- B. Coordinate ceiling system installation with work of other sections as required, including the following:
 - 1. Light fixtures.
 - 2. HVAC equipment.
 - 3. Fire Alarm System Components.
- C. Do not begin installation of ceiling system until building's normal operating temperature and humidity levels have been reached and will be maintained.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS

- A. New tile to match existing units in size, thickness, color and pattern.

2.02 SUSPENSION SYSTEM(S)

- A. Grid to match existing in color, size and configuration.

2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
 - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
 - 2. Shall match existing.
- C. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions under which products of this section are to be installed and verify that the work properly may commence.
- B. Verify existing conditions before starting work.
- C. Verify that layout of hangers will not interfere with other work.
- D. Verify that products furnished as work of this section, but not installed under this section, have been properly installed by the entity performing the installation.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C 636/C 636M, ASTM E 580/E 580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Layout: Position ceiling components to maximize use of full-sized acoustical units and to provide border units which are equal in size and shape at opposing ceiling edges. Use of acoustical units which are smaller than 1/2 full-width is prohibited at ceiling perimeters. Conform to reflected ceiling plans to greatest extent possible.
- D. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Provide hanger clips during steel deck erection. Provide additional hangers and inserts as required.
- G. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members. Do not allow hangers to contact any objects or materials in ceiling plenum which are not actual components of ceiling system.
 - 1. Splay hangers only where necessary to avoid obstacles. Provide counter splaying, bracing, or other acceptable devices to compensate for lateral stresses caused by splayed hangers.
 - 2. Do not attach hangers to piping, conduit, or duct. Provide carrying channel trapeze support where obstruction cannot be avoided by splaying hanger 45 degrees from vertical or less.
- H. Space hangers at not more than 48 inches on center and within 6 inches of ends of each direct-hung runner or carrying channel, unless indicated otherwise.
- I. Loop and tie wire hangers securely to building's structural members; to attachment devices indicated; or, where not indicated, to devices suitable for substrate and capable of permanently supporting ceiling weight without failure or deterioration.
- J. Level ceiling suspension system to tolerance of 1/8 inch in 12 feet, with cumulative tolerance not to exceed 1/4 inch. Bending or kinking of hangers is not allowed.

- K. Exposed (Lay-in) Grid Installation: Install grid members square, with ends of members securely interlocked. Remove and replace dented, bent, or kinked members.
- L. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- M. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- N. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- O. Do not eccentrically load system or induce rotation of runners.
- P. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Molding and trim attachment: Space screws not more than 16 inches on center and within 3 inches of ends of each trim-piece being installed. Install moldings and trim level with suspension system and within tolerance specified for suspension system.
 - 2. Use longest practical lengths.
 - 3. Miter corners and align butt joints carefully to form tight hairline joints.
 - 4. Face-riveting of trim and moldings is not allowed.

3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.

3.04 ADJUST AND CLEAN

- A. Use ceiling manufacturer's recommended methods and materials to clean and touch-up exposed components of ceiling system.
- B. Replace ceiling system components which are discolored or damaged in any way, in a manner which results in the ceiling system showing no evidence of replacement work.

3.05 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 09 9000 - PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 6. Floors, unless specifically so indicated.
 - 7. Acoustical materials, unless specifically so indicated.
 - 8. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.04 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.

- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
 - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
 - 2. Substitution of MPI-approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.
- C. Paints:
 - 1. Glidden Professional, a product of PPG Architectural Coatings: www.gliddenprofessional.com.
 - 2. Benjamin Moore & Co: www.benjaminmoore.com.
 - 3. PPG Architectural Finishes, Inc: www.ppgaf.com.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Block Fillers: Same manufacturer as top coats.
- F. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 4. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 5. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Chemical Content: The following compounds are prohibited:

1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- E. Flammability: Comply with applicable code for surface burning characteristics.
- F. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- G. Colors: To be selected from manufacturer's full range of available colors.
1. Selection to be made by Architect after award of contract.
 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board and plaster.
1. Two top coats and one coat primer.
 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143-148.
 3. Eggshell: MPI gloss level 3; use this sheen at walls.
 4. Semi-Gloss: MPI gloss level 5; use this sheen at hollow metal.
 5. Primer(s): As follows unless other primer is required or recommended by manufacturer of top coats:

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
1. Gypsum Wallboard: 12 percent.
 2. Plaster and Stucco: 12 percent.

3. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

END OF SECTION

SECTION 23 0100 - GENERAL MECHANICAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Work under Division 23 shall include furnishing of all labor, accessories, tools, equipment and material required to completely execute installation of the entire heating, ventilating and air conditioning systems, plumbing systems and fire protection systems as shown on the drawings and as specified. Work shall include but not be limited to the furnishing, unloading, handling distribution, setting, supporting and installation of all components required for the mechanical systems.
- B. Drawings shall not be scaled. Refer to architectural and structural drawings for building construction and dimensions and to room finish schedule on architectural drawings for material, finish and construction method of walls, floor and ceiling in order to insure proper rough-in and installation of work.

1.02 REFERENCES

- A. FM P7825 - Approval Guide; Factory Mutual.
- B. NEMA MG 1 - Motors and Generators.
- C. NFPA 70 - National Electrical Code.
- D. SSPC-Paint 15 - Steel Joist Shop Paint; Steel Structures Painting Council.
- E. ASME American Society of Mechanical Engineers
- F. ASTM American Society for Testing Materials
- G. NEMA National Electrical Manufacturers Association
- H. NFPA National Fire Protection Association
- I. OSHA Occupational Safety and Health Act
- J. SMACNA Sheet Metal and Air Conditioning Contractors National Association, Inc.
- K. IBC International Building Code
- L. IMC International Mechanical Code
- M. IPC International Plumbing Code
- N. IFC International Fire Code

1.03 INTERPRETATION OF CONTRACT DOCUMENTS:

- A. Except where modified by a specific notation to the contrary, it shall be understood that the indication and/or description of any item, in the drawings or specifications or both, carries with it the instruction to furnish and install the item, regardless of whether or not this instruction is explicitly stated as part of the indication or description.
- B. It shall be understood that the specifications and drawings are complimentary and are to be taken together for a complete interpretation of the work.
- C. No exclusions from, or limitations in, the language used in the drawings or specifications shall be interpreted as meaning that the appurtenances or accessories necessary to complete any required system or item of equipment are to be omitted

- D. The drawings of necessity utilize symbols and schematic diagrams to indicate various items of work. Neither of these have any dimensional significance nor do they delineate every item required for the intended installations. The work shall be installed in accordance with the diagrammatic intent expressed on the drawings, and in conformity with the dimensions indicated on final architectural and structural working drawings and on equipment shop drawings.
- E. No interpretation shall be made from the limitations of symbols and diagrams that any elements necessary for complete work are excluded.
- F. Certain details appear on the drawings which are specific with regard to the dimensioning and positioning of the work. These details are intended only for the purpose of establishing general feasibility. They do not obviate field coordination for the intended work.
- G. Information as to the general construction shall be derived from structural and architectural drawings and specifications only.
- H. The use of words in the singular shall not be considered as limiting where other indications denote that more than one item is referred to.

1.04 PERFORMANCE REQUIREMENTS

- A. Work shall be installed to conform with any City or State law, regulation, code, ordinance, ruling or Fire Underwriters requirement applicable to this class of work.
- B. All installations for construction purposes shall conform with the Department of Labor "Safety and Health Regulations for Construction".
- C. All equipment with electrical components shall bear the UL label.

PART 2 PRODUCTS

2.01 MATERIALS AND MANUFACTURERS:

- A. Equipment and materials installed under this contract shall be new and without blemish or defect.
- B. Each major component of equipment shall have the manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. The nameplate of a distributing agent will not be acceptable. ASME Code Ratings, UL label, or other data which is die-stamped into the surface of the equipment shall be stamped in a location easily visible.
- C. In all cases the contractor shall be completely responsible for changes in dimension of other than first named manufacturer equipment, electrical changes, etc. required for proper function and final performance. Item shall comply with all requirements herein set forth and as required to perform as designed.

2.02 SPECIFIED MATERIALS:

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition. Products by other listed manufacturers will be acceptable.
- B. If a listed manufacturer other than the basis of design is used, it is the contractor's responsibility for changes in dimension, structural, electrical changes, etc. required for proper installation, function and final performance.

2.03 SUBSTITUTION OF SPECIFIED MATERIALS:

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition and in most cases materials and methods of construction equal to that specified will be accepted provided prior approval of any substitute item is obtained from the Architect/Engineer. Only products by the listed manufacturers will be acceptable. Contractors and other manufacturers may submit requests to be listed as an acceptable manufacturer on the specified item by submitting documentation in accordance with the requirements. All bidders will be notified by addendum of any approved substitutions. Under no circumstances will any substitutes be accepted after that date; and any item installed on the job which has not been approved in accordance with the noted procedure shall be removed and replaced with the appropriate approved item at the contractor's expense.
- B. In all cases the contractor shall be completely responsible for changes in dimension of other than first named manufacturer equipment, electrical changes, etc. required for proper function and final performance. Item shall comply with all requirements herein set forth and as required to perform as designed.

PART 3 EXECUTION

3.01 COORDINATION OF WORK

- A. All work shall be coordinated to avoid conflict with other contractors.
- B. The contractor shall be responsible for checking to insure that the equipment to be installed will fit in the space shown on the drawings. If there is a conflict, the contractor shall notify the Engineer before bid. By submitting a bid the contractor assures that the equipment to be installed will fit or that provisions have been included in the bid to move the equipment to a location where it can be installed without conflict.
- C. The Contractor shall review and coordinate the casework and millwork shop drawings to determine the location of sinks, range hoods, refrigerators, lab equipment, etc., and rough-in and install any and all items shown on the plans.

3.02 CONTIGUOUS WORK:

- A. If any part of the Contractor's work is dependent for its proper execution or for its subsequent efficiency or appearance on the character or conditions of contiguous work not executed by him, this contractor shall examine and measure such contiguous work and report to the Architect in writing any imperfection therein, or conditions that render it unsuitable for the reception of this work. Should the contractor proceed without making such written report, he shall be held to have accepted such work and the existing conditions and he shall be responsible.

3.03 CERTIFICATES OF INSPECTION AND APPROVAL:

- A. Upon completion of work, furnish to the Owner certificates of inspection or approval from the authorities having jurisdiction if certificates of inspection or approval are required by law or regulation.

3.04 SLEEVES AND OPENINGS:

- A. Furnish, locate, install, and fireproof all sleeves and openings required for installation of the work.

3.05 CUTTING AND PATCHING:

- A. Perform all cutting and patching required for installation of the work.

3.06 PROJECT CLOSEOUT:

- A. Maintenance Manuals: At the end of construction, furnish to the Architect three (3) bound and indexed sets of maintenance and operating instructions, parts lists, electrical wiring diagrams, balance data, and manufacturer's literature sufficient for operation and complete maintenance of all equipment by the Owner.
- B. Approved submittals and shop drawings may be included in the Maintenance Manuals instead of being separately furnished, if desired.
- C. It is intended that the documentation provided in maintenance manuals, along with as-built drawings, shall be complete and detailed enough to permit and facilitate troubleshooting, engineering analysis, and design work for future changes, without extensive field investigations and testing. Manuals shall be prepared so as to explain system operation and equipment to those not acquainted with the job.
- D. Manuals shall be durably bound and clearly identified on the front cover (and on the spine of thick volumes). Identification shall include the building or project name, applicable trade (such as HVAC, Plumbing, Fire Protection, etc.), approximate date of completion (month and year) and contractor's name.
- E. Manuals shall be organized into well defined and easy to locate sections, with index tabs or separators to divide the sections. A complete table of contents shall be provided at the front indicating the section or page number for each system, subsystem, or supplier/manufacturer.
- F. Manuals shall include complete information and diagrams on all controls, indicators, sensors, and signal sources. Control diagrams are to show the locations of components and major equipment by room number or other identification when room numbers are not applicable. Locations of out-of-sight components, such as duct mounted sensors, flow switches, etc. should be clearly indicated. Control diagrams must include identification of components by make and model number, operating ranges, recommended set points, reset schedules, and other job-specific data useful for troubleshooting, calibration and maintenance. Complete narrative descriptions of operating sequences of control systems and subsystems shall be included on the prints adjacent to the corresponding schematics. Catalog data and cuts shall be clearly marked to indicate model numbers, sizes, capacities, operating points, and other characteristics of each item used. This should include accessories or special features provided. Where various sizes or variations of a series or model are used, documents should clearly show which are used where. Where quantities are appropriate, schedule of usage should be provided. Maintenance literature shall include complete information for identifying and ordering replacement parts, such as illustrated parts breakdowns.
- G. Maintenance manuals must include complete balance data on all systems.

3.07 SPARE FILTERS:

- A. Spare filters shall be delivered to Owner's representative.

3.08 WARRANTIES:

- A. This Contractor warrants the mechanical systems to be free of defects in materials and workmanship for a period of one year after date of final payment. The effective dates of this

warranty apply to all components of the mechanical systems regardless of any equipment manufacturer's warranties which may expire at an earlier date. Any system malfunctions, or any previously undiscovered non-compliance with the plans and specifications, during the warranty period shall be repaired at no cost to the Owner.

- B. Deliver to Owner all warranties, guarantees, etc. and obtain written receipts.

END OF SECTION

SECTION 23 0593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Measurement of final operating condition of HVAC systems.

1.02 REFERENCE STANDARDS

- A. AABC MN-1 - AABC National Standards for Total System Balance; Associated Air Balance Council; 2002.
- B. ASHRAE Std 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 1988, with 1997 Errata.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau; 2005, Seventh Edition.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association; 2002.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Installer Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.
- C. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1. Submit six weeks prior to starting the testing, adjusting, and balancing work.
 - 2. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the Architect and other installers to sufficiently understand the design intent for each system.
 - 3. Include at least the following in the plan:
 - a. Preface: An explanation of the intended use of the control system.
 - b. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - c. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - d. Identification and types of measurement instruments to be used and their most recent calibration date.
 - e. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - f. Final test report forms to be used.
 - g. Expected problems and solutions, etc.
 - h. Specific procedures that will ensure that both air and water side are operating at the lowest possible pressures and methods to verify this.
 - i. Description of TAB work for areas to be built out later, if any.
 - j. Time schedule for deferred or seasonal TAB work, if specified.

- k. False loading of systems to complete TAB work, if specified.
 - l. Procedures for field technician logs of discrepancies, deficient or uncompleted work by others, contract interpretation requests and lists of completed tests (scope and frequency).
 - m. Procedures for formal progress reports, including scope and frequency.
 - n. Procedures for formal deficiency reports, including scope, frequency and distribution.
- D. Progress Reports.
- E. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
- 1. Submit under provisions of Section 01 4000.
 - 2. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 - 4. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
 - 5. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 6. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 7. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
 - 8. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Architect.
 - g. Project Engineer.
 - h. Project Contractor.
 - i. Project altitude.
 - j. Report date.
- F. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

1.04 QUALITY ASSURANCE (MOVED TO PART 3)

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 - 1. AABC MN-1, AABC National Standards for Total System Balance.

2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
 4. SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 2. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabchq.com; upon completion submit AABC National Performance Guaranty.
 - b. NEBB, National Environmental Balancing Bureau: www.nebb.org.
 - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org.
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
1. Systems are started and operating in a safe and normal condition.
 2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.
 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 5. Duct systems are clean of debris.
 6. Fans are rotating correctly.
 7. Access doors are closed and duct end caps are in place.
 8. Duct system leakage is minimized.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

3.03 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.04 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:

1. Running log of events and issues.
 2. Discrepancies, deficient or uncompleted work by others.
 3. Contract interpretation requests.
 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- D. Mark on the drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- E. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- G. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.

3.05 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

3.06 SCOPE

- A. Test, adjust, and balance the following:
 - 1. Air Coils
 - 2. 1AC-6
 - 3. Air Filters

3.07 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
 - 1. Manufacturer
 - 2. Model/Frame
 - 3. HP/BHP
 - 4. Phase, voltage, amperage; nameplate, actual, no load
 - 5. RPM
 - 6. Service factor
 - 7. Starter size, rating, heater elements
 - 8. Sheave Make/Size/Bore
- B. Cooling Coils:
 - 1. Identification/number
 - 2. Location
 - 3. Service
 - 4. Manufacturer
 - 5. Air flow, design and actual
 - 6. Entering air DB temperature, design and actual
 - 7. Entering air WB temperature, design and actual
 - 8. Leaving air DB temperature, design and actual
 - 9. Leaving air WB temperature, design and actual
 - 10. Water flow, design and actual
 - 11. Water pressure drop, design and actual
 - 12. Entering water temperature, design and actual
 - 13. Leaving water temperature, design and actual
- C. Air Moving Equipment:
 - 1. Location
 - 2. Manufacturer
 - 3. Model number
 - 4. Serial number
 - 5. Arrangement/Class/Discharge
 - 6. Air flow, specified and actual
 - 7. Return air flow, specified and actual
 - 8. Outside air flow, specified and actual
 - 9. Supply air temperature
 - 10. Total static pressure (total external), specified and actual
 - 11. Inlet pressure
 - 12. Discharge pressure
 - 13. Sheave Make/Size/Bore

14. Number of Belts/Make/Size
 15. Fan RPM
- D. Return Air/Outside Air:
1. Identification/location
 2. Design air flow
 3. Actual air flow
 4. Design return air flow
 5. Actual return air flow
 6. Design outside air flow
 7. Actual outside air flow
 8. Return air temperature
 9. Outside air temperature
 10. Required mixed air temperature
 11. Actual mixed air temperature
 12. Design outside/return air ratio
 13. Actual outside/return air ratio
- E. Duct Traverses:
1. System zone/branch
 2. Duct size
 3. Area
 4. Design velocity
 5. Design air flow
 6. Test velocity
 7. Test air flow
 8. Duct static pressure
 9. Air temperature
 10. Air correction factor

END OF SECTION

SECTION 23 0713 - DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.

1.02 RELATED REQUIREMENTS

- A. Section 23 3100 - HVAC Ducts and Casings: Glass fiber ducts.

1.03 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM C553 - Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013.
- C. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2013.
- F. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- G. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- H. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.07 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E 84, NFPA 255, or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corporation: www.ocbuildingspec.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
 - 1. 'K' value: 0.25 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum Service Temperature: 250 degrees F.
 - 3. Maximum Water Vapor Sorption: < 3.0 percent by weight at 120 degrees F.
 - 4. Insulation shall be Owens Corning Type 150 or equal.
- C. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 - 2. Moisture Vapor Permeability: 0.029 ng/Pa s m (0.02 perm inch), when tested in accordance with ASTM E96/E96M.
 - 3. Secure with pressure sensitive tape.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

2.03 GLASS FIBER, RIGID

- A. Manufacturer:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
- B. Insulation: ASTM C612; rigid, noncombustible blanket.
 - 1. 'K' value: 0.24 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum service temperature: 450 degrees F.
 - 3. Maximum Density: 8.0 lb/cu ft.
- C. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 - 2. Moisture Vapor Permeability: 0.029 ng/Pa s m (0.02 perm inch), when tested in accordance with ASTM E96/E96M.
 - 3. Secure with two coats of vapor barrier mastic and glass tape.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

- E. Indoor Vapor Barrier Finish:
 - 1. Cloth: Untreated; 9 oz/sq yd weight, glass fabric.
 - 2. Vinyl emulsion type acrylic, compatible with insulation, white color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated ducts conveying air below ambient temperature:
 - 1. Provide insulation with vapor barrier jackets.
 - 2. Finish with tape and vapor barrier jacket.
 - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

3.03 SCHEDULES

- A. Supply, Outside Air, & Return Air Duct above ceiling:
 - 1. Flexible Glass Fiber Duct Insulation: 2 inches thick.
- B. Supply, Outside Air, & Return Air Duct in mechanical room:
 - 1. Rigid Glass Fiber Duct Insulation: [2] inches thick.

END OF SECTION

SECTION 23 0923 - DIGITAL CONTROLS

PART 1 GENERAL

RELATED DOCUMENTS

2.01 ALL WORK OF THIS DIVISION SHALL BE COORDINATED AND PROVIDED BY THE SINGLE CENTRAL CONTROL AND MONITORING SYSTEM (CCMS) CONTRACTOR.

- A. The work of this Division shall be scheduled, coordinated, and interfaced with the associated work of other trades. Reference the Division 23 Sections for details.
- B. The work of this Division shall be as required by the Specifications, Point Schedules and Drawings.

2.02 SCOPE

- A. This section includes the controls, instrumentation and associated piping and wiring required to make the mechanical systems provided under Division 23 perform as described in these specifications and as shown. Provide a complete system of automatic temperature control of the direct digital type. The system shall be complete in all respects including all labor, materials, equipment, and service necessary, and shall be installed by personnel in the direct employ of the manufacturer. Provide a distributed process network control system complete with all necessary hardware and software including all programming.
- B. Provide a complete and operational Central Control and Monitoring System (CCMS) including all devices and software necessary to perform the functions herein described or indicated on the drawings.
- C. The CMMS shall be a Web based system communicating over the building owners Local Area Network (LAN). Contractor shall be responsible for coordination with the owner's IT staff to ensure that the CMMS will perform in the owner's environment without disruption to any of the other activities taking place on that LAN. TCP/IP connections and addresses shall be provided by the owner for connection of supervisory panels to the USCA network..
- D. The primary focus of the Central Control and Monitoring System (CCMS) will be to monitor and control the new HVAC system components, air handling units, fans, heat exchangers, coils, valves, pumps, variable speed drives, trending, graphic functions, etc. The system shall be expandable to serve future equipment, systems, and auxiliary field devices.
- E. CCMS contactor shall provide all DDC panels, power supplies, wiring, conduit, solenoid valves, relays, differential pressure transmitters, differential pressure switches, RTDS, pressure sensors, etc. necessary for a complete and operable automatic control system and DDC field panels and connecting LAN.
- F. The systems engineering phase shall include the selection and integration of components into a complete system which will meet the performance and prescriptive requirements of the Contract, together with drawings, specifications, descriptions of operation, diagrams including system architecture and other materials listed under "Submittals" paragraph of this Section. The successful contractor shall be responsible for all systems engineering.

2.03 QUALITY ASSURANCE

- A. Quality assurance for automatic control systems includes a multi-step program consisting of a pre-qualification procedure for manufacturer and installation specialist; a system engineering, products and shop drawing phase; installation; testing and adjusting; reporting; commissioning

testing and verifications; operating instruction and training; and the submission of maintenance and operating manuals.

B. CMMS Contractor

1. The Central Control and Monitoring System (CMMS) herein specified shall be fully integrated and installed as a complete package by the Central Control and Monitoring System contractor. The System shall include all wiring, piping, installation supervision, calibration, adjustments, and checkout necessary for a complete and fully operational system.
2. The CMMS Contractor shall be a factory owned branch office that is regularly engaged in the engineering, programming, installation and service of CMMSs of similar size and complexity. Bids by wholesalers, mechanical contractors, franchised dealers, applied partners or any other firm whose principal business is not that of manufacturing and installing automatic temperature control systems shall not be acceptable.
3. The CMMS Contractor shall have a minimum of ten years experience with the complete, turnkey installation of CMMSs of similar size and technical complexity.
4. The CMMS shall be complete in all respects and shall be provided, installed and commissioned by the CMMS equipment manufacturer. Equipment manufacturer shall be responsible for and warrant the proper installation and operation of the CMMS and control system equipment.
5. The following CMMS contractors are approved to provide and install the CMMS for this project subject to their ability to meet all requirements of this specification:
6. Johnson Controls
7. Bid approval does not imply nor suggest compliance of specification requirements.

C. CMMS Products Manufacturer:

1. The CMMS architecture shall consist of the products of a manufacturer regularly engaged in the production of CMMSs, and shall be the manufacturer's latest standard of design. Controllers and DDC (Direct Digital Control) system components shall be current production products.
2. All other equipment shall be the products of the CMMS manufacturers or of an approved manufacturer regularly engaged in production of specialized CMMS materials or equipment.
3. Following is a list of acceptable CMMS products manufacturers:
4. Johnson Controls
5. Bid approval does not imply nor suggest compliance of specification requirements.

2.04 WORK INCLUDED AND INTERFACE REQUIREMENTS

A. Installation of Central Control and Monitoring System (CMMS)

1. The CMMS contractor shall provide all necessary hardware and software to integrate the new control system with the existing USC SOM campus CMMS. Integration means the ability to monitor, override, change setpoints, and provide real-time bi-directional dynamic data exchange between the new control system and the existing CMMS hardware and software.
2. The CMMS contractor shall upgrade existing Metasys software to latest version.
3. The existing USC SOM campus CMMS is a Johnson Controls Metasys system. The CMMS is comprised of multiple supervisory controllers, monitoring and communicating

with various building control systems over the USC SOM campus Ethernet LAN system. The new building control system will be connected to, and communicate with, the existing campus CMMS over the USC SOM campus Ethernet LAN

4. All new control points, monitoring points and software points shall be added to the existing USC SOM CMMS database and shall be available for monitoring and adjustment at any computer, with current copy of Microsoft Internet Explorer software (Release 6.0 or later), that is connected to the USC SOM LAN.
5. All new building software and databases shall be archived on the hard drive at the USC SOM CMMS server. In the event that any building controller should lose its program that controller's archived software program shall be downloaded across the CMMS network from the CMMS server to the respective building controller.
6. Integrity of the existing CMMS shall be maintained during installation.
7. The new building control system shall be compatible in every respect with existing Metasys CMMS hardware and software. All new controllers shall be compatible with Metasys database and Metasys software development tools.

2.05 SUBMITTALS

- A. Shop Drawings, Product Data, and Samples
 1. Submittals shall be in defined packages. Each package shall be complete and shall only reference itself and previously submitted packages. The packages shall be as approved by the Architect and Engineer for Contract compliance.
 2. Prepare an index of all submittals and shop drawings for the installation. Index shall include a shop drawing identification number, Contract Documents reference and item description.
 3. The CCMS Contractor shall correct any errors or omissions noted in the first review.
 4. At a minimum, submit the following:
 - a. CCMS network architecture diagrams including all nodes and interconnections.
 - b. Systems schematics, sequences and flow diagrams.
 - c. Points schedule for each point in the CCMS, including: Point Type, Object Name, Expanded ID, Display Units, Controller type, and Address.
 - d. Samples of Graphic Display screen types and associated menus.
 - e. Detailed Bill of Material list for each system or application, identifying quantities, part numbers, descriptions, and optional features.
 - f. Control Damper Schedule including a separate line for each damper provided under this section and a column for each of the damper attributes, including: Code Number, Fail Position, Damper Type, Damper Operator, Duct Size, Damper Size, Mounting, and Actuator Type.
 - g. Control Valve Schedules including a separate line for each valve provided under this section and a column for each of the valve attributes: Code Number, Configuration, Fail Position, Pipe Size, Valve Size, Body Configuration, Close off Pressure, Capacity, Valve CV, Design Pressure, and Actuator Type.
 - h. Details of all CCMS interfaces and connections to the work of other trades.
- B. Product data sheets or marked catalog pages including part number, photo and description for all products including software.

2.06 RECORD DOCUMENTATION

A. Operation and Maintenance Manuals

1. Three (3) copies of the Operation and Maintenance Manuals shall be provided to the Owner's Representative upon completion of the project. The entire Operation and Maintenance Manual shall be furnished on Compact Disc media, and include the following for the CCMS provided:
 - a. Table of contents.
 - b. As-built system record drawings. Computer Aided Drawings (CAD) record drawings shall represent the as-built condition of the system and incorporate all information supplied with the approved submittal.
 - c. Manufacturers product data sheets or catalog pages for all products including software.
 - d. System Operator's manuals.
 - e. Archive copy of all site-specific databases and sequences.
 - f. CCMS network diagrams.
 - g. Interfaces to all third-party products and work by other trades.
2. The Operation and Maintenance Manual CD shall be self-contained, and include all necessary software required to access the product data sheets. A logically organized table of contents shall provide dynamic links to view and print all product data sheets. Viewer software shall provide the ability to display, zoom, and search all documents.

2.07 WARRANTY

A. Standard Material and Labor Warranty:

1. Provide a one-year labor and material warranty on the CCMS.
2. If within twelve (12) months from the date of acceptance of product, upon written notice from the owner, it is found to be defective in operation, workmanship or materials, it shall be replaced, repaired or adjusted at the option of the CCMS Contractor at the cost of the CCMS Contractor.
3. Maintain an adequate supply of materials within 100 miles of the Project site such that replacement of key parts and labor support, including programming. Warranty work shall be done during CCMS Contractor's normal business hours.

PART 2 PRODUCTS

3.01 LARGE GENERAL DESCRIPTION

- A. The Building Management System (CCMS) shall use an open architecture. The system shall be designed for use on the Internet, or intranets using off the shelf, industry standard technology compatible with other owner provided networks.
- B. The Building Management System shall consist of the following:
 1. Standalone Network Automation Engine(s)
 2. Field Equipment Controller(s)
 3. Input/Output Module(s)
 4. Local Display Device(s)
 5. Distributed User Interface(s)
 6. Network processing, data storage and communications equipment
 7. Other components required for a complete and working CCMS

- C. The system shall be modular in nature, and shall permit expansion of both capacity and functionality through the addition of sensors, actuators, controllers and operator devices, while re-using existing controls equipment.
- D. System architectural design shall eliminate dependence upon any single device for alarm reporting and control execution. The failure of any single component or network connection shall not interrupt the execution of control strategies at other operational devices.

3.02 NETWORK AUTOMATION ENGINES (NAE)

- A. Network Automation Engine (NAE)
 - 1. The Network Automation Engine (NAE) shall be a fully user-programmable, supervisory controller. The NAE shall monitor the network of distributed application-specific controllers, provide global strategy and direction, and communicate on a peer-to-peer basis with other Network Automation Engines.
 - 2. Automation network - The NAE shall reside on the automation network and shall support a subnet of system controllers.
 - 3. Processor - The NAE shall be microprocessor-based with a minimum word size of 32 bits. The NAE shall be a multi-tasking, multi-user, and real-time digital control processor. Standard operating systems shall be employed. NAE size and capability shall be sufficient to fully meet the requirements of this Specification.
 - 4. Memory - Each NAE shall have sufficient memory to support its own operating system, databases, and control programs, and to provide supervisory control for all control level devices.
 - 5. Diagnostics - The NAE shall continuously perform self-diagnostics, communication diagnosis, and diagnosis of all panel components. The Network Automation Engine shall provide both local and remote annunciation of any detected component failures, low battery conditions, or repeated failures to establish communication.
 - 6. Power Failure - In the event of the loss of normal power, The NAE shall continue to operate for a user adjustable period of up to 10 minutes after which there shall be an orderly shutdown of all programs to prevent the loss of database or operating system software.
 - a. During a loss of normal power, the control sequences shall go to the normal system shutdown conditions. All critical configuration data shall be saved into Flash memory.
 - b. Upon restoration of normal power and after a minimum off-time delay, the controller shall automatically resume full operation without manual intervention through a normal soft-start sequence.

3.03 DDC SYSTEM CONTROLLERS

- A. Field Equipment Controller (FEC)
 - 1. The Field Equipment Controller (FEC) shall be a fully user-programmable, digital controller that communicates via BACnet MS/TP protocol.
 - 2. Controllers shall be factory programmed with a continuous adaptive tuning algorithm that senses changes in the physical environment and continually adjusts loop tuning parameters appropriately. Controllers that require manual tuning of loops or perform automatic tuning on command only shall not be acceptable.

3. The FEC shall be assembled in a plenum-rated housing with flammability rated to UL94-5VB.
4. The FEC shall include a removable base to allow pre-wiring without the controller.
5. The FEC shall accommodate the direct wiring of analog and binary I/O field points.
6. The FEC shall support the following types of inputs and outputs:
 - a. Universal Inputs - shall be configured to monitor any of the following:
 - 1) Analog Input, Voltage Mode
 - 2) Analog Input, Current Mode
 - 3) Analog Input, Resistive Mode
 - 4) Binary Input, Dry Contact Maintained Mode
 - 5) Binary Input, Pulse Counter Mode
 - 6) Binary Inputs - shall be configured to monitor either of the following:
 - (a) Dry Contact Maintained Mode
 - (b) Pulse Counter Mode
 - 7) Analog Outputs - shall be configured to output either of the following:
 - (a) Analog Output, Voltage Mode
 - (b) Analog Output, current Mode
 - 8) Binary Outputs - shall output the following:
 - (a) 24 VAC Triac
 - 9) Configurable Outputs - shall be capable of the following:
 - (a) Analog Output, Voltage Mode
 - (b) Binary Output Mode
7. The FEC shall have the ability to reside on a Field Controller Bus (FC Bus).
 - a. The FC Bus shall be a Master-Slave/Token-Passing (MS/TP) Bus supporting BACnet Standard protocol SSPC-135, Clause 9.
 - b. The FC Bus shall support communications between the FECs and the NAE.
 - c. The FC Bus shall support a minimum of 100 IOMs and FEC in any combination.
 - d. The FC Bus shall operate at a maximum distance of 15,000 Ft. between the FEC and the furthest connected device.
8. The FEC shall have the ability to monitor and control a network of sensors and actuators over a Sensor-Actuator Bus (SA Bus).
 - a. The SA Bus shall be a Master-Slave/Token-Passing (MS/TP) Bus supporting BACnet Standard protocol SSPC-135, Clause 9.
 - b. The SA Bus shall support a minimum of 10 devices per trunk.
 - c. The SA Bus shall operate at a maximum distance of 1,200 Ft. between the FEC and the furthest connected device.
9. The FEC shall support, but not be limited to, the following:
 - a. Hot water, chilled water/central plant applications
 - b. Built-up air handling units for special applications
 - c. Terminal units
 - d. Special programs as required for systems control

3.04 FIELD DEVICES

A. Input/Output Module (IOM)

1. The Input/Output Module (IOM) provides additional inputs and outputs for use in the FEC.
2. The IOM shall communicate with the FEC over either the FC Bus or the SA Bus using BACnet Standard protocol SSPC-135, Clause 9.

3.05 OUTPUT DEVICES

A. Actuators

1. General Requirements
 - a. Damper and valve actuators shall be electronic and/or pneumatic, as specified in the System Description section.
2. Electronic Damper Actuators
 - a. Electronic damper actuators shall be direct shaft mount.
 - b. Modulating actuators shall accept 24 VAC or VDC power supply, consume no more than 15 VA, and be UL listed. The control signal shall be 2-10 VDC or 4-20 mA, and the actuator shall provide a clamp position feedback signal of 2-10 VDC. The feedback signal shall be independent of the input signal and may be used to parallel other actuators and provide true position indication. The feedback signal of one damper actuator for each separately controlled damper shall be wired back to a terminal strip in the control panel for trouble-shooting purposes.
 - c. Acceptable manufacturers: Johnson Controls, Mamac.

B. Control Relays

1. Control Pilot Relays
 - a. Control pilot relays shall be of a modular plug-in design with retaining springs or clips.
 - b. Mounting Bases shall be snap-mount.
 - c. DPDT, 3PDT, or 4PDT relays shall be provided, as appropriate for application.
 - d. Contacts shall be rated for 10 amps at 120VAC.
 - e. Relays shall have an integral indicator light and check button.
 - f. Acceptable manufacturers: Johnson Controls, Lectro

3.06 MISCELLANEOUS DEVICES

A. Local Control Panels

1. All control panels shall be factory constructed, incorporating the CCMS manufacturer's standard designs and layouts. All control panels shall be UL inspected and listed as an assembly and carry a UL 508 label listing compliance. Control panels shall be fully enclosed, with perforated sub-panel, hinged door, and slotted flush latch.
2. In general, the control panels shall consist of the DDC controller(s), display module as specified and indicated on the plans, and I/O devices-such as relays, transducers, and so forth-that are not required to be located external to the control panel due to function. Where specified the display module shall be flush mounted in the panel face unless otherwise noted.
3. All I/O connections on the DDC controller shall be provide via removable or fixed screw terminals.
4. Low and line voltage wiring shall be segregated. All provided terminal strips and wiring shall be UL listed, 300-volt service and provide adequate clearance for field wiring.
5. All wiring shall be neatly installed in plastic trays or tie-wrapped.

6. A convenience 120 VAC duplex receptacle shall be provided in each enclosure, fused on/off power switch, and required transformers.
- B. Power Supplies
1. DC power supplies shall be sized for the connected device load. Total rated load shall not exceed 75% of the rated capacity of the power supply.
 2. Input: 120 VAC +10%, 60Hz.
 3. Output: 24 VDC.
 4. Line Regulation: +0.05% for 10% line change.
 5. Load Regulation: +0.05% for 50% load change.
 6. Ripple and Noise: 1 mV rms, 5 mV peak to peak.
 7. An appropriately sized fuse and fuse block shall be provided and located next to the power supply.
 8. A power disconnect switch shall be provided next to the power supply.

PART 3 EXECUTION

4.01 CCMS SPECIFIC REQUIREMENTS

- A. Graphic Displays
1. Provide a color graphic system flow diagram display for each system with all points as indicated on the point list. All terminal unit graphic displays shall be from a standard design library.
 2. User shall access the various system schematics via a graphical penetration scheme and/or menu selection. .
- B. Actuation / Control Type
1. Primary Equipment
 - a. Controls shall be provided by equipment manufacturer as specified herein.
 - b. All damper and valve actuation shall be electric.
 2. Air Handling Equipment
 - a. All air handlers shall be controlled with a HVAC-DDC Controller
 - b. All damper and valve actuation shall be electric.

4.02 INSTALLATION PRACTICES

- A. CCMS Wiring
1. All conduit, wiring, accessories and wiring connections required for the installation of the Building Management System, as herein specified, shall be provided by the CCMS Contractor unless specifically shown on the Electrical Drawings under Division 16 Electrical. All wiring shall comply with the requirements of applicable portions of Division 16 and all local and national electric codes, unless specified otherwise in this section.
 2. All CCMS wiring materials and installation methods shall comply with CCMS manufacturer recommendations.
 3. The sizing, type and provision of cable, conduit, cable trays, and raceways shall be the design responsibility of the CCMS Contractor. If complications arise, however, due to the incorrect selection of cable, cable trays, raceways and/or conduit by the CCMS Contractor, the Contractor shall be responsible for all costs incurred in replacing the selected components.

4. Class 2 Wiring
 - a. All Class 2 (24VAC or less) wiring shall be installed in conduit unless otherwise specified.
 - b. Conduit is not required for Class 2 wiring in concealed accessible locations. Class 2 wiring not installed in conduit shall be supported every 5' from the building structure utilizing metal hangers designed for this application. Wiring shall be installed parallel to the building structural lines. All wiring shall be installed in accordance with local code requirements.
 5. Class 2 signal wiring and 24VAC power can be run in the same conduit. Power wiring 120VAC and greater cannot share the same conduit with Class 2 signal wiring.
 6. Provide for complete grounding of all applicable signal and communications cables, panels and equipment so as to ensure system integrity of operation. Ground cabling and conduit at the panel terminations. Avoid grounding loops.
- B. CCMS Raceway
1. All wiring shall be installed in conduit or raceway except as noted elsewhere in this specification. Minimum control wiring conduit size 1/2".
 2. Where it is not possible to conceal raceways in finished locations, surface raceway (Wiremold) may be used as approved by the Architect.
 3. All conduits and raceways shall be installed level, plumb, at right angles to the building lines and shall follow the contours of the surface to which they are attached.
 4. Flexible Metal Conduit shall be used for vibration isolation and shall be limited to 3 feet in length when terminating to vibrating equipment. Flexible Metal Conduit may be used within partition walls. Flexible Metal Conduit shall be UL listed.
- C. Penetrations
1. Provide fire stopping for all penetrations used by dedicated CCMS conduits and raceways.
 2. All openings in fire proofed or fire stopped components shall be closed by using approved fire resistive sealant.
 3. All wiring passing through penetrations, including walls shall be in conduit or enclosed raceway.
 4. Penetrations of floor slabs shall be by core drilling. All penetrations shall be plumb, true, and square.
- D. CCMS Identification Standards
1. Node Identification. All nodes shall be identified by a permanent label fastened to the enclosure. Labels shall be suitable for the node location.
 - a. Cable types specified in Item A shall be color coded for easy identification and troubleshooting.
- E. CCMS Panel Installation
1. The CCMS panels and cabinets shall be located as indicated at an elevation of not less than 2 feet from the bottom edge of the panel to the finished floor. Each cabinet shall be anchored per the manufacturer's recommendations.
 2. The CCMS contractor shall be responsible for coordinating panel locations with other trades and electrical and mechanical contractors.
- F. Input Devices

1. All Input devices shall be installed per the manufacturer recommendation
 2. Locate components of the CCMS in accessible local control panels wherever possible.
- G. HVAC Input Devices - General
1. All Input devices shall be installed per the manufacturer recommendation
 2. Locate components of the CCMS in accessible local control panels wherever possible.
 3. The mechanical contractor shall install all in-line devices such as temperature wells, pressure taps, airflow stations, etc.
 4. Input Flow Measuring Devices shall be installed in strict compliance with ASME guidelines affecting non-standard approach conditions.
 5. Outside Air Sensors
 - a. Sensors shall be mounted on the North wall to minimize solar radiant heat impact or located in a continuous intake flow adequate to monitor outside air conditions accurately.
 - b. Sensors shall be installed with a rain proof, perforated cover.
 6. Duct Temperature Sensors:
 - a. Duct mount sensors shall mount in an electrical box through a hole in the duct and be positioned so as to be easily accessible for repair or replacement.
 - b. The sensors shall be insertion type and constructed as a complete assembly including lock nut and mounting plate.
 - c. For ductwork greater in any dimension than 48 inches or where air temperature stratification exists such as a mixed air plenum, utilize an averaging sensor.
 - d. The sensor shall be mounted to suitable supports using factory approved element holders.
 7. Low Temperature Limit Switches:
 - a. Install on the discharge side of the first water or steam coil in the air stream.
 - b. Mount element horizontally across duct in a serpentine pattern insuring each square foot of coil is protected by 1 foot of sensor.
 - c. For large duct areas where the sensing element does not provide full coverage of the air stream, provide additional switches as required to provide full protection of the air stream.
 8. Air Differential Pressure Status Switches:
 - a. Install with static pressure tips, tubing, fittings, and air filter.
- H. HVAC Output Devices
1. All output devices shall be installed per the manufacturers recommendation. The mechanical contractor shall install all in-line devices such as control valves, dampers, airflow stations, pressure wells, etc.
 2. Actuators: All control actuators shall be sized capable of closing against the maximum system shut-off pressure. The actuator shall modulate in a smooth fashion through the entire stroke. When any pneumatic actuator is sequenced with another device, pilot positioners shall be installed to allow for proper sequencing.
 3. Control Dampers: Shall be opposed blade for modulating control of airflow. Parallel blade dampers shall be installed for two position applications.

4.03 TRAINING

- A. The CCMS contractor shall provide the following training services:

1. One day of on-site orientation by a system technician who is fully knowledgeable of the specific installation details of the project. This orientation shall, at a minimum, consist of a review of the project as-built drawings, the CCMS software layout and naming conventions, and a walk through of the facility to identify panel and device locations.

4.04 SEQUENCE OF OPERATION

A. GENERAL

1. Power - Fail Restart:
 - a. In the event of a power failure the FMS computer will analyze the status of all controlled equipment and compare it with normal occupancy scheduling. The equipment will then be started or stopped as necessary to prevent all equipment from coming on at the same time.
2. FMS Monitoring:
 - a. Refer to the attached Input/Output schedule for a listing of all monitoring and override points and for additional software features.
3. Optimal Start:
 - a. All scheduled HVAC equipment will be started based on an optimal start feature that will calculate the approximate time the unit will have to be started prior to scheduled start time in order for the space temperature to be at setpoint at scheduled occupancy.
 - b. Once space temperatures reach occupied setpoint O.A. dampers will be modulated open. Whenever the unit goes in the unoccupied mode the O.A. damper will be closed.
4. Night High Limit and Night Low Limit:
 - a. During unoccupied periods scheduled HVAC equipment will be energized whenever space temperature drops below a night low limit setpoint of 65 degrees(adjustable) or a night high limit of 85 degrees(adj).
5. Controllers:
 - a. Each AHU, CH and RTU shall be provided with an individual standalone DDC controller for controlling temperature, humidity and pressure as indicated in sequence of operation.

B. EQUIPMENT

1. Air Handler
 - a. Start/Stop:
 - 1) The unit will be capable of being started and stopped based on a time of day schedule from the FMS.
 - 2) When the unit goes into the occupied mode and is to be started, the outdoor air damper will be driven to its minimum CFM position, as sensed by outdoor air CFM measuring device. The outdoor air damper will remain closed during night low limit and morning warmup. Outdoor air damper will not be allowed to be closed past minimum CFM position when the unit is in the occupied mode.
 - b. Safeties:
 - 1) Duct smoke detector will shut the supply fan off whenever products of combustion are sensed. The smoke detector will be provided and wired back to fire alarm system by division 16 and interlocked with the fan starter under division 23.

- 2) A temperature low limit switch will shutdown the fan whenever mixed air temperatures drop below 38 degrees .
- 3) A static pressure high limit switch will shut down the air handler whenever static pressure in the discharge of the air handler exceeds 5" W.G.
- c. Temperature Control:
 - 1) Upon a rise in space temperature, unit compressors shall energize and stage as required to meet space temperature set point.
 - 2) Upon a drop in space temperature, unit shall enter into heat pump mode to meet space temperature set point.
 - 3) If the unit is in heat pump mode and space temperature continues to drop, controller shall energize auxiliary heat to meet space temperature set point.
- d. Dehumidification Mode:
 - 1) Upon a rise in space humidity above setpoint, unit shall enter into dehumidification mode of operation. Controller shall energize compressors and modulate hot gas reheat valve to maintain space temperature set point.
- e. Economizer Mode:
 - 1) Each DDC controller to perform an enthalpy calculation to determine when it is more energy efficient to use outside air for cooling.
 - 2) Based on these data and the enthalpy calculation, DDC controller will modulate outside air, return air and exhaust air dampers to achieve mixed air temperature setpoint.
 - 3) When outside air (OA) enthalpy is greater than return air enthalpy, the OA damper will return to minimum position.

END OF SECTION

SECTION 23 3100 - HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.

1.02 RELATED REQUIREMENTS

- A. Section 23 3300 - Air Duct Accessories.
- B. Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

1.03 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; 2013.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2012.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- E. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- F. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012, 2nd Edition.
- G. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- H. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012, 2nd Edition.

1.04 PERFORMANCE REQUIREMENTS

- A. No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials.
- C. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for 2 inch pressure class and higher systems.
- D. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA (LEAK).
- E. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.
- F. Operation and Maintenance Manuals: Include in manuals the information listed below. For information on how to prepare and submit manuals see section 1780 (Closeout Submittals).
 - 1. Shop drawings and product data

1.06 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A standards.

1.07 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. Regulatory Requirements: Construct ductwork to NFPA 90A standards.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Galvanized steel sheet, ASTM A 653/A 653M FS Type B, with G90/Z275 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
 - 2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.
- D. Supply: galvanized steel.
- E. Exhaust: 2 inch w.g. pressure class, stainless steel.

2.03 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE Handbook - Fundamentals.
- C. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- D. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
- E. T's, bends, and elbows: Construct according to SMACNA (DCS).
- F. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- G. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

- H. Clean shop fabricated ductwork of debris, oil and grease. Cover ends of ductwork with temporary closure material and tape. Protect ductwork from entry of dust and debris during shop storage, shipment and temporary storage at the job site.
- I. Wipe the inside of all ductwork to remove the debris, oil, grease, etc. Once ductwork is clean, cover with plastic or metal temporary closure material. Seal tight so that no water, moisture or debris can enter the ductwork. Protect ductwork from entry of dust and debris during shop storage, shipment and temporary storage at the job site.

2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Flexible Ducts: Two ply vinyl film supported by helically wound spring steel wire.
 - 1. Insulation: Fiberglass insulation with polyethylene vapor barrier film.
 - 2. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
 - 3. Maximum Velocity: 4000 fpm.
 - 4. Temperature Range: Minus 10 degrees F to 160 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Flexible Ducts: Connect to metal ducts with adhesive plus sheet metal screws.
- E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- F. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- G. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- H. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- I. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- J. Use double nuts and lock washers on threaded rod supports.
- K. Leave temporary closures in place until ready for installation. At no time during the installation of the ductwork shall there be any openings that are not protected by temporary closures except for the section that is being installed at that time.
- L. Seal all joints with sealant.

3.02 CLEANING

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

3.03 SCHEDULES

- A. Ductwork Material:
 - 1. Supply: Steel.
 - 2. Return: Steel.
- B. Ductwork Pressure Class:
 - 1. Supply: 1 inch
 - 2. Return/Outside Air: 1 inch.
- C. Ductwork Seal Class:
 - 1. Supply: Class A.
 - 2. Return/Outside Air: Class A.

END OF SECTION

SECTION 23 3300 - AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct access doors.
- B. Duct test holes.
- C. Fire dampers.
- D. Flexible duct connections.
- E. Volume control dampers.

1.02 RELATED REQUIREMENTS

- A. Section 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
- B. Section 23 0548 - Vibration and Seismic Controls.
- C. Section 23 3100 - HVAC Ducts and Casings.
- D. Section 23 3600 - Air Terminal Units: Pressure regulating damper assemblies.

1.03 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- B. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.
- C. UL 33 - Heat Responsive Links for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- D. UL 555 - Standard for Fire Dampers; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- E. UL 555S - Standard for Leakage Rated Dampers for Use in Smoke Control Systems; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers.
- D. Operation and Maintenance Manuals: Include in manuals the information listed below. For information on how to prepare and submit manuals see section 1780 (Closeout Submittals).
 - 1. Spare parts lists
 - 2. Operating instructions
 - 3. Maintenance instructions, including preventative and corrective maintenance.
 - 4. Copies of warranties
 - 5. Wiring diagrams
 - 6. Shop drawings and product data

1.05 PROJECT RECORD DOCUMENTS

- A. Record actual locations of access doors and test holes.

1.06 QUALITY ASSURANCE

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 DUCT ACCESS DOORS

- A. Manufacturers:
 - 1. Nailor Industries Inc: www.nailor.com.
 - 2. Ruskin Company: www.ruskin.com.
 - 3. SEMCO Incorporated: www.semcoinc.com.
- B. Fabrication: Rigid and close-fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ducts, install minimum 1 inch thick insulation with sheet metal cover.
 - 1. Less Than 12 inches Square: Secure with sash locks.
 - 2. Up to 18 inches Square: Provide two hinges and two sash locks.

2.02 DUCT TEST HOLES

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

2.03 FIRE DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. Ward Industries by Commercial Products Group of Hart & Cooley, Inc: www.wardind.com.
- B. Fabricate in accordance with NFPA 90A and UL 555, and as indicated.
- C. Curtain Type Dampers: Galvanized steel with interlocking blades. Provide stainless steel closure springs and latches for horizontal installations. Configure with blades out of air stream except for 1.0 inch pressure class ducts up to 12 inches in height.
- D. Fusible Links: UL 33, separate at 160 degrees F with adjustable link straps for combination fire/balancing dampers.

2.04 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA (DCS) and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
 - a. Net Fabric Width: Approximately 2 inches wide.

2.05 VOLUME CONTROL DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.

3. Ruskin Company: www.ruskin.com.
 4. Pottorff
 5. NCA
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
1. Fabricate for duct sizes up to 6 x 30 inch.
 2. Blade: 24 gage, 0.0239 inch, minimum.
- D. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
1. Blade: 18 gage, 0.0478 inch, minimum.
- E. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon, thermoplastic elastomer, or sintered bronze bearings.
- F. Quadrants:
1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 3100 for duct construction and pressure class.
- B. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide minimum 8 x 8 inch size for hand access, 18 x 18 inch size for shoulder access, and as indicated. Review locations prior to fabrication.
- C. Provide duct test holes where indicated and required for testing and balancing purposes.
- D. Provide fire dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by authorities having jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
- E. Demonstrate re-setting of fire dampers to Owner's representative.
- F. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- G. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment; see Section 22 0548.
- H. Provide balancing dampers at points on low pressure supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.

- I. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

SECTION 23 3700 - AIR OUTLETS AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Diffusers.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.; 2006.
- B. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
- C. Project Record Documents: Record actual locations of air outlets and inlets.
- D. Operation and Maintenance Manuals: Include in manuals the information listed below. For information on how to prepare and submit manuals see section 1780 (Closeout Submittals).
- E. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- F. Shop drawings and product data

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carnes Company HVAC: www.carnes.com.
- B. Krueger: www.krueger-hvac.com.
- C. Price Industries: www.price-hvac.com.
- D. Titus: www.titus-hvac.com.
- E. Metalaire

2.02 CEILING DIFFUSERS

- A. Fabrication: Steel with baked enamel finish.
- B. Type: As scheduled.
- C. Accessories: As shown in drawing schedules

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.

- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.

END OF SECTION

SECTION 23 4000 - HVAC AIR CLEANING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disposable panel filters.

1.02 REFERENCE STANDARDS

- A. UL 900 - Standard for Air Filter Units; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on filter media, filter performance data, filter assembly and filter frames, dimensions, motor locations and electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate filter assembly and filter frames, dimensions, motor locations, and electrical characteristics and connection requirements.
- D. Manufacturer's Installation Instructions: Indicate assembly and change-out procedures.
- E. Operation and Maintenance Data: Include instructions for operation, changing, and periodic cleaning.
- F. Operation and Maintenance Manuals: Include in manuals the information listed below. For information on how to prepare and submit manuals see section 1780 (Closeout Submittals).
 - 1. Spare parts lists
 - 2. Shop drawings and product data

1.04 EXTRA MATERIALS

- A. See Section 01 6000 - Product Requirements, for additional provisions.
- B. Provide two sets of disposable panel filters.

PART 2 PRODUCTS

2.01 FILTER MANUFACTURERS

- A. American Filtration Inc: www.americanfiltration.com.
- B. AAF International/American Air Filter: www.aafintl.com.
- C. Camfil Farr Company: www.camfilfarr.com.

2.02 DISPOSABLE PANEL FILTERS

- A. Media: UL 900 Class 2, fiber blanket, factory sprayed with flameproof, non-drip, non-volatile adhesive.
- B. Minimum Efficiency Reporting Value (MERV): 8, when tested in accordance with ASHRAE 52.2.
- C. Casing: Cardboard frame.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install air cleaning devices in accordance with manufacturer's instructions.

- B. Prevent passage of unfiltered air around filters with felt, rubber, or neoprene gaskets.
- C. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with clean set.

END OF SECTION

SECTION 27 5222 - ADDITIONS TO EXISTING FIRE ALARM AND DETECTION SYSTEM

PART 1 GENERAL

1.01 SCOPE OF WORK:

- A. Furnish and install a complete and working addition to the existing fire alarm system for the facility as shown on the drawings. This shall include, but in no way be limited to the following:
 - 1. Modifications and Additions to the Existing Fire Alarm Control Panel.
 - 2. Modifications and Additions to the Existing Fire Alarm Annunciator.
 - 3. Shut down of all HVAC units 2000 CFM and larger.
 - 4. Automatic Reporting System of all alarms to the local fire department.
 - 5. Additional Duct Detectors In Return Air Ducts (Duct detectors shall be furnished by Division 26, Installed by Division 23, and wired by Division 26. Field Coordinate).

1.02 SUBMITTALS:

- A. Furnish manufacturer's data for each component.
- B. Conduit routing and device wiring is not shown on the drawings. The Electrical Contractor shall coordinate with the Fire Alarm manufacturer to determine the conduit (size and routing) and wiring requirements to circuit the equipment shown on the drawings. This information shall be shown and submitted to the Engineer in the form of Submittals (Shop Drawings).
- C. The fire alarm equipment supplier shall provide all necessary approval submittals to show functional suitability of equipment and wiring requirements. The submittal shall contain complete point-to-point wiring diagrams showing all devices connected to the Fire Alarm System, all connection, all junction boxes, and all auxiliary devices and/or connections. A riser diagram shall be included showing number of wires required for each system connection. A color coding scheme shall be indicated. Should one-site conditions require modifications to the indicated circuitry, all such changes shall be noted and all diagrams revised to reflect the changes. Revisions shall show any additions of equipment, rerouting of raceway, modified wiring, additional junction boxes, re-located equipment, and any other changes. One revised set of diagrams shall be stored in the control panel upon completion of the installation.
- D. All wiring for the additional fire alarm equipment shall be the responsibility of, and furnished/installed by, the fire alarm manufacturer and/or his authorized vendor agent.

1.03 CODE STANDARDS:

- A. The total fire alarm system shall comply with all national, state, and local codes. This shall include, but not be limited to the following:
 - B. National Electric Code
 - C. All NFPA Codes
 - D. Americans with Disabilities Act (ADA)

1.04 QUALITY ASSURANCE:

- A. Equipment shall be by the same manufacturer as the existing system. There shall be no mixing of multiple manufacturer's equipment and/or system elements. Field coordinate to determine the existing equipment manufacturer.

PART 2 - PRODUCTS

2.01 DESCRIPTION:

- A. Furnish and install a complete and operating fire alarm system addition providing all features of the existing system and those features as required by this specification and as shown on plans. The system addition operation shall include individual zone supervision, annunciation by zone as indicated, smoke door release, battery standby power, double supervision, and non-coded, continuous ringing, with automatic reporting of alarms to the local fire department.
- B. Electrical supervision shall match the supervision of the existing system and shall also include all alarm initiating circuits, all audible and visual alarm signal circuits, all power supplies, sprinkler flow and tamper switches, automatic reporting system, supervisory power and operating power. Failure of any supervised circuit shall operate the system trouble signals. Furnish audible trouble signal silencing switches with ring back or automatic reset feature. Alarm initiating circuits shall be Class B supervised.

2.02 AIR DUCT SMOKE DETECTORS:

- A. The air duct smoke detector shall be installed in the return air duct where shown on the drawings and shall sample air and allow for the detection of smoke and combustion particles. Air sampling shall be accomplished through sampling and return tubes which extend into the air duct. The sampling tube shall extend the full width of the duct (coordinate with the HVAC plans to determine all duct widths) while the return tube shall set at one-half the tube width, or 12 inches, which ever is less.
- B. The air duct smoke detector shall actually be photoelectric type, mounted in a dedicated, separate housing.
- C. Fire Alarm Air Duct Smoke Detector shall match the existing system air duct smoke detector.

PART 3 - EXECUTION

3.01 WIRING:

- A. All conductors shall be installed in metallic raceways per Section 26 0534. All conductors shall be copper, #14 minimum.
- B. All connections to terminals on any equipment in fire alarm system shall be made using spade lugs of a suitable size and type for the furnished terminal and wire.

3.02 AIR DUCT SMOKE DETECTORS:

- A. All Air Duct Smoke Detectors shall be furnished by Division 26 (Electrical Contractor), installed by Division 23 (HVAC Contractor), and wired by Division 26 (Electrical Contractor).

3.03 INSTRUCTIONS:

- A. Upon completion of the installation and acceptance of the installed Fire Alarm System the equipment supplier shall submit 3 copies of operating instructions, general service information, recommended parts list, and revised wiring diagrams. Any items included in the pre-installation submittal may be omitted from the final submittal.

3.04 TEST:

- A. A factory authorized representative shall check and test the completed system including the test of every alarm initiating device and every signal device. This test shall have been done and all deficiencies corrected prior to final inspection. At final inspection the contractor shall provide the services of a factory authorized representative and every device shall again be tested and demonstrated to be in proper operating condition. The system shall have been "on" a minimum of 24-hours prior to the final test.

END OF SECTION