



UNIVERSITY OF
SOUTH CAROLINA

PROJECT MANUAL

**CAPSTONE GIBBES COURT KITCHEN
RENOVATIONS**

PROJECT # H27-Z159

MARCH 2014



3610 Landmark Drive, Suite C, Columbia, South Carolina 29204

PROJECT DIRECTORY

OWNER

The University of South Carolina
Facilities Management Center
743 Greene Street
Columbia, South Carolina 29208
(803)777-3126 FAX (803)777-8739

ARCHITECT OF RECORD

Fant Architectural Service, llc
3610 Landmark Drive
Suite C
Columbia, South Carolina 29204
(803)233-3989 FAX (803) 233-6861

MECHANICAL ENGINEER

Felkel & Hastings
2725 Cypress Street
Columbia, South Carolina 29205
(803)771-0185

ELECTRICAL ENGINEER

John Ray Williams & Associates
6012 Indian Mound Road
Columbia, South Carolina 29209
(803)782-5411

TABLE OF CONTENTS

PROJECT NUMBER: H27-Z159

PROJECT NAME: CAPSTONE GIBBES COURT KITCHEN RENOVATIONS

SECTION

Table of Contents (<i>insert numbers of pages</i>).....	<u>2</u>
Invitation for Bids (SE-310).....	1
Instructions to Bidders (AIA Document A701 – 1997 Edition *).....	6
00201-0SE Standard Supplemental Instructions to Bidders	10
<i>[Insert supplemental project specific instructions to bidders if needed.]</i>	
Bid Bond (AIA A310).....	1
Standard Bid Form (SE-330).....	6
Standard Form of Agreement between Owner and Contractor (AIA Document A101 – 2007 Edition*).....	<u>1</u>
00501-0SE Standard Modifications to AIA A101-2007	3
<i>[Insert supplemental project specific modifications to AIA A101 if needed.]</i>	
General Conditions of the Contract for Construction (AIA Document A201 – 2007 Edition*).....	<u>1</u>
00811-Standard Supplementary Conditions	25
(Supplement to AIA Document A201-2007 Edition General Conditions of the Contract)	
<u>USC Supplemental General Conditions for Construction Projects</u> <u>One Year Guarantee</u>	
<i>[Insert additional, project specific, supplementary conditions if needed.] (For the above AIA Documents do not “edit” the document; use them as cover sheets and attach the OSE modification documents.) (*Insert either an original AIA document or a “replacement page.” – See Chapter 5.)</i>	
Performance Bond (SE-355).....	2
Labor and Material Payment Bond (SE-357).....	2

TECHNICAL SPECIFICATIONS

(List the technical specifications using the same Divisions numbers and titles as shown on the individual technical specification sections. Provide the issue date and revision number for each section.)

SECTION 01000 – SPECIAL CONDITIONS AND REQUIREMENTS

SECTION 093000 – TILING

SECTION 15700 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

**SE-310
REQUEST FOR ADVERTISEMENT**

**2011 Edition
Rev. 7/20/2011**

PROJECT NAME: CAPSTONE GIBBES COURT KITCHEN RENOVATIONS

PROJECT NUMBER: H27-Z159

PROJECT LOCATION: Ground Floor of Capstone Dormitory, USC Columbia Campus

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

CONSTRUCTION COST RANGE: 325,000 - 375,000

DESCRIPTION OF PROJECT: Project includes New HVAC to the kitchen and supporting areas for the Gibbes kitchen and catering kitchen. Selective Demo of Quarry tile floor and installation on new Quarry tile. Located on ground floor of the Capstone Building. It is the bidders responsibility to obtain all bidding documents from the purchasing website. <http://purchasing.sc.edu> Smaill and minority business participation is encouraged.

A/E NAME: Fant Architectural Service, llc

A/E CONTACT: Thomas M. Fant

A/E ADDRESS: Street/PO Box:3610 Landmark Drive, Suite C

City: Columbia

State: SC ZIP: 29204-

EMAIL: tfant@fantarchitecturalservice.com

TELEPHONE: (803)351-7879

FAX: _____

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

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

PLAN DEPOSIT AMOUNT: \$0.00 **IS DEPOSIT REFUNDABLE:** Yes No

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

BIDDING DOCUMENTS/PLANS ARE ALSO ON FILE FOR VIEWING PURPOSES ONLY AT *(list name and location for each plan room or other entity):*

PRE-BID CONFERENCE? Yes No **MANDATORY ATTENDANCE?** Yes No

DATE: 5/8/2014

TIME: 3pm

PLACE: 743 Greene St, Conf Rm 53, Columbia, SC 29208

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box:743 Greene Street

City: Columbia

State: SC ZIP: 29208-

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: 803.777.3596

FAX: 803.777.7334

BID CLOSING DATE: 5/21/2014 **TIME:** 3pm **LOCATION:** 743 Greene St, Conf Rm 53, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Juaquana Brookins

Facilities Center

743 Greene Street

Columbia, SC 29208

MAIL SERVICE:

Attn: Juaquana Brookins

Facilities Center

743 Greene Street

Columbia, SC 29208

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

APPROVED BY *(Office of State Engineer):* _____

DATE: _____

AIA - A701 (1997)
Instructions To Bidders

Original AIA Document on file at the office of



3610 Landmark Drive, Suite C * Columbia, South Carolina 29204
Business (803)233-3989 | Fax (803) 233-6861

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****OWNER:** University of South Carolina**PROJECT NUMBER:** H27-Z159**PROJECT NAME:** CAPSTONE GIBBES COURT KITCHEN RENOVATIONS**PROJECT LOCATION:** University of South Carolina**PROCUREMENT OFFICER:****1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

1.1 Bidding Documents, collectively referred to as the **Invitation for Bids**, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders (A-701), Supplementary Instructions to Bidders, the bid form (SE-330), the Intent to Award Notice (SE-370), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

Bidders are expected to examine the Bidding Documents and Contract Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at the Bidder’s risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Owner’s attention prior to bid opening.

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

and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in Regulation 19-445.2042(B), A bidder’s failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.

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

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

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

(a) By submitting an bid, the bidder certifies that—

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

- (i) Those prices;
- (ii) The intention to submit an bid; or
- (iii) The methods or factors used to calculate the prices offered.

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

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];

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

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

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

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

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

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

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

connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

(c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bid must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement

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

Officer, *bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.* (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

2.7. Delete Section 3.1.1 and substitute the following:

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

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

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

2.10. Insert the following Section 3.1.5

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

2.11. In Section 3.2.2:

Delete the words "and Sub-bidders"

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

2.12. In Section 3.2.3:

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

Insert the following at the end of the section:

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

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

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

2.14. Delete Section 3.3.2 and substitute the following:

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

2.15. Delete Section 3.4.3 and substitute the following:

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

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.16. Insert the following Sections 3.4.5 and 3.4.6:**

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

3.4.6. If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.html

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

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

2.19. Delete Section 4.1.3 and substitute the following:

4.1.3 Sums shall be expressed in figures.

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

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

2.21. Delete Section 4.1.5 and substitute the following:

4.1.5 All requested Alternates shall be bid. The failure of the bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change." For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work 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 list only the subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

4.2.1 If required by the Invitation for Bids, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.25. Delete Section 4.2.2 and substitute the following:**

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

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

2.26. Delete Section 4.2.3 and substitute the following:

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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-Authority with the bid bond.

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

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

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

2.37. *Insert the following Section 6.4*

6.4 CLARIFICATION

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

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

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

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

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

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****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 (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>.

9.2 CONTRACTOR LICENSING

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade

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

secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidders's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Lobby

Building Where Posted: Facilities Center,

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

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

Posting date will be announced at bid opening. In addition to posting the notice, the Owner will promptly send all responsive bidders a copy of the notice of intent to award and the final bid tabulation

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

(a) by email to protest-ose@mmo.sc.gov,

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

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

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

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

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

NONE

END OF DOCUMENT

AIA – A310 (2010)
Bid Bond

Original AIA Document on file at the office of



3610 Landmark Drive, Suite C * Columbia, South Carolina 29204
Business (803)233-3989 | Fax (803) 233-6861

**SE-330 – LUMP SUM BID
BID FORM**

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

BID SUBMITTED BY: _____

(Bidder's Name)

BID SUBMITTED TO: University of South Carolina

(Owner's Name)

FOR PROJECT: PROJECT NAME CAPSTONE GIBBES COURT KITCHEN RENOVATIONS

PROJECT NUMBER H27-Z159

OFFER

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

§ 2. Pursuant to Section 11-35-3030(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:

ADDENDUM No: _____

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

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

§ 6.1 BASE BID WORK *(as indicated in the Bidding Documents and generally described as follows):* Project includes New HVAC to the kitchen and supporting areas for the Gibbes kitchen and catering kitchen. Selective Demo of Quarry tile floor and installation on new Quarry tile. Located on ground floor of the Capstone Building.,

_____, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

**SE-330 – LUMP SUM BID
BID FORM**

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

ALTERNATE # 1 (Brief Description): _____

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

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

ALTERNATE # 2 (Brief Description): _____

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

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

ALTERNATE # 3 (Brief Description): _____

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

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

**SE-330 – LUMP SUM BID
 BID FORM**

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

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

SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER
Heating (HT)		
Electrical (EL)		
Air Conditioning (AC)		
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.

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

- 1.** Section 7 of the Bid Form sets forth a list of subcontractor specialties for which bidder is required to identify by name the subcontractor(s) Bidder will use to perform the work of each listed specialty. Bidder must identify only the subcontractor(s) who will perform the work and no others.
- 2.** For purposes of subcontractor listing, a Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s) are not subcontractors and Bidder should not insert their names in the spaces provided on the bid form. Likewise, Bidder should not insert the names of sub-subcontractors in the spaces provided on the bid form but only the names of those entities with which bidder will contract directly.
- 3.** Bidder must only insert the names of subcontractors who are qualified to perform the work of the listed specialties as specified in the Bidding Documents and South Carolina Licensing Laws.
- 4.** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a specialty listed and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.
- 5.** If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word **"and"**. If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **"and"**.
- 6.** Bidder may not list subcontractors in the alternative nor in a form that may be reasonably construed at the time of bid opening as a listing in the alternative. A listing that requires subsequent explanation to determine whether or not it is a listing in the alternative is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word **"and"** between the name of each entity listed for that specialty. Owner will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Owner may reasonably interpret as a listing in the alternative.
- 7.** If Bidder is awarded the contract, bidder must, except with the approval of the owner for good cause shown, use the listed entities to perform the work for which they are listed.
- 8.** If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
- 9.** Bidder's failure to insert a name for each listed specialty subcontractor will render the Bid non-responsive.

**SE-330 – LUMP SUM BID
BID FORM**

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY): Pursuant to instructions in the Invitation for Bids, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within **60** calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$250.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond Number: _____

Signature and Title: _____

**SE-330 – LUMP SUM BID
BID FORM**

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

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

SIGNATURE

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

BY: _____
(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

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

Original AIA Document on file at the office of



3610 Landmark Drive, Suite C * Columbia, South Carolina 29204
Business (803)233-3989 | Fax (803) 233-6861

OSE FORM 00501

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: University of South Carolina

PROJECT NUMBER: H27-Z159

PROJECT NAME: CAPSTONE GIBBES COURT KITCHEN RENOVATIONS

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 3.3 and substitute the following:*

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

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

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

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

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

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

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

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

2.7. In Section 5.1.8, delete the word "follows" and the colon and substitute the following:

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

2.8. In Section 5.1.9, delete the words "Except with the Owner's prior approval, the" before the word "Contractor."

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

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

2.11. Delete the language of Section 8.2 and substitute the word "Reserved."

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

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

Name: Tom Opal
Title: Sr. Project Manual
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803.777.7076 **FAX:** _____
Email: tnopal@fmc.sc.edu

8.3.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

Name: Chris Geary
Title: Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803.777.4701 **FAX:** _____
Email: CGEARY@fmc.sc.edu

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

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

Name: _____
Title: _____
Address: _____
Telephone: _____ **FAX:** _____
Email: _____

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

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

Name: _____
Title: _____
Address: _____
Telephone: _____ FAX: _____
Email: _____

2.14. Add the following Section 8.6.1:

8.6.1 The Architect's representative:

Name: Thomas M. Fant
Title: Architect
Address: 3610 Landmark Drive, Suite C
Telephone: 803-233-6989 FAX: _____
Email: tfant@fantarchitecturalservice.com

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

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

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

END OF DOCUMENT

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

Original AIA Document on file at the office of



3610 Landmark Drive, Suite C * Columbia, South Carolina 29204
Business (803)233-3989 | Fax (803) 233-6861

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina

PROJECT NUMBER: H27-Z159

PROJECT NAME: CAPSTONE GIBBES COURT KITCHEN RENOVATIONS

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.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.6 *Delete Section 2.1.1 and substitute the following:*

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.2. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative. [Reference § 8.2 of the Agreement.]

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Subject to the Contractor's obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.

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

"however, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provide in the Contract Documents."

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

2.4 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

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

Work, materials, or equipment not conforming to these requirements shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, the Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

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

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

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

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

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

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

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

The amount of the Change Order shall reflect the difference between actual costs, 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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

Any reference in the Contract Documents to the Architect taking action or rendering a decision with a “reasonable time” is understood to mean no more than fourteen days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

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

The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect’s design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor’s Work, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

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

On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

Work completed and correlated with the

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

4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly provide the non-requesting party with a copy of the request.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

3.41 *In the first sentence of Section 5.2.3, delete the words "...or Architect..." in the two places they appear.*

3.42 *Delete the words "...or Architect..." in the in the first sentence of Section 5.2.4 and insert the following sentence at the end of Section 5.2.4:*

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

3.43 *Add the following Section 5.2.5:*

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

§ 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1** The change in the Work;

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

7.2.3 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract sum shall be prepared in accordance with Section 7.2.2. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.

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

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

3.51 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.1.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

3.53 *Delete Section 7.3.8 and substitute the following:*

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

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

7.5.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:

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

7.6 PRICING DATA AND AUDIT**§ 7.6.1 Cost or Pricing Data.**

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

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

§ 7.6.3 Records Retention.

As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and provided the delay (1) is not caused by the fault or negligence of the Contractor or a subcontractor at any tier and (2) is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

9.2.1 The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

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

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

3.59 Delete Section 9.3.1 and substitute the following:

Monthly, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

Insert the following at the end of Section 9.3.2:

The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

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

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

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

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

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

The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1.

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment to the Owner, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the time established in the Contract Documents the amount certified by the Architect or awarded by a final dispute resolution order, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased, in accordance with the provisions of Section 7.3.3, by the amount of the Contractor’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

9.8.3.1 Upon receipt of the Contractor’s list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion no later than thirty days after Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor. If the Contractor does not achieve final completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

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

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, and (10) one copy of the Documents required by Section 3.11.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

9.10.6 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion Inspection. Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Final Completion Inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

3.75 Delete Section 10.3.1 and substitute the following:

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

3.76 Insert the following at the end of Section 10.3.2:

In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

3.77 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

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

The Contractor shall immediately give the Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

- (a) General Aggregate (per project) \$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.

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

11.3.4 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

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

3.91 *Delete Section 11.3.6 and substitute the following:*

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary.

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

A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10.

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

11.4.1 Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

- .1** be issued by a surety company licensed to do business in South Carolina;
- .2** be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- .3** remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

Notice to Contractor shall be to the address provided in Section 8.3.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.2.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

3.113 *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”***3.114** *Delete Section 14.2.1 and substitute the following:***14.2.1** The Owner may terminate the Contract if the Contractor

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

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

14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor’s default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner under Section 14.4.

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition.

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

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party arising prior to the date final payment is due must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.5.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its claim.

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

Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

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

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

3.128 *Delete Section 15.1.6 and substitute the following:***15.1.6 CLAIMS FOR LISTED DAMAGES**

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

15.1.6.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

15.1.6.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.6 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

3.129 *Add the following Section 15.1.7:***15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT**

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v)

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

15.5 CLAIM AND DISPUTES - DUTY OF COOPERATION, NOTICE, AND ARCHITECTS**INITIAL DECISION**

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina’s Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United State’s Constitution.

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

16.1. Inspection Requirements: *(Indicate the inspection services required by the Contract)*

- Special Inspections are required and are not part of the Contract Sum. *(see section 01400)*
- Building Inspections are required and are not part of the Contract Sum. *(see section 01400)*
- Building Inspections are required and are part of the Contract Sum.

The inspections required for this Work are :
(Indicate which services are required and the provider)

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

Remarks: _____

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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)*

See Specifications

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

See Specifications

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

See Specifications

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

See Specifications

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

None

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

Name: University of South Carolina
Address: 743 Greene Street
Columbia, SC 29208

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

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

State Project Name: CAPSTONE GIBBES COURT KITCHEN RENOVATIONS

State Project Number: H27-Z159

Brief Description of Awarded Work, as found on the SE-330, Bid Form: Project includes New HVAC to the kitchen and supporting areas for the Gibbes kitchen and catering kitchen. Selective Demo of Quarry tile floor and installation on new Quarry tile. Located on ground floor of the Capstone Building

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

Name: Fant Architectural Service, llc
Address: 3610 Landmark Drive, Suite C
Columbia, SC 29204

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

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 and Material Payment Bond

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

Name: University of South Carolina
Address: 743 Greene Street
Columbia, South Carolina 29208

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

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

Project Name: CAPSTONE GIBBES COURT KITCHEN RENOVATION
Project Number: H27-Z159
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Project includes New HVAC to the kitchen and supporting areas for the Gibbes kitchen and catering kitchen. Selective Demo of Quarry tile floor and installation on new Quarry tile. Located on ground floor of the Capstone Building

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

Name: Fant Architectural Service, Ilc
Address: 3610 Landmark Drive, Suite C
Columbia, South Carolina 29204

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

SE-357**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.

SECTION 01000 – SPECIAL CONDITIONS AND REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 BIDDING AND CONTRACT REQUIREMENTS

- A. The following documents are to be used by all Contractors and Bidders and are considered to be part of the Agreement between the Owner and Contractor:
 - 1. All instructions, forms and specifications enumerated in the table of contents of the project manual.
 - 2. All drawings listed in the sheet index on sheet C of the drawings.

1.3 TIME OF COMPLETION/CONSTRUCTION SCHEDULE

- A. It is the intent of the Owner to award the contract and issue a Notice of Intent To Award if the bid/ price is within the funds available for the project. Based on this , the Contractor shall commence work under the Contract within seven (7) calendar days of the Date of Commencement. Substantial Completion must be reached within Ninety (90) calendar days from the Date of Commencement. The Contract will indicate the number of calendar days from the Date of Commencement to Substantial Completion. Any revision to this contract date must be approved by the Owner in the form of a Change Order.
- B. Contractor shall submit a Construction Schedule within seven (7) calendar days after the Notice To Proceed. No Application for Payment will be issued until the Project Schedule has been submitted. Updated Project Schedule must be submitted with each monthly Application for Payment. See also Division 1 Section for schedule and submittal requirements.
- C. Phasing: Owner desires to minimize the time that the 17th floor is unavailable for Owner’s use. Phase I – Therefore complete the 17th floor within Thirty (30) calendar days and turn over to the Owner per the Partial Occupancy requirements of the General Conditions. This phase should run concurrent with work on the 18th floor.

1.4 PERMITS, FEES, LICENSES, AND INSPECTIONS

- A. The Owner shall obtain all permits from the local governing authorities and pay any costs or fees associated with permits and required inspections.
- B. The Contractors and Subcontractors must obtain and possess any and all business licenses required by the local authorities having jurisdiction over the project.

USC – Columbia Campus

- C. The Contractors and Subcontractors must meet any local or State licensing requirements regarding demolition or disposal of materials, including asbestos materials.

1.5 CHANGE PROPOSALS

- A. All proposals related to changes in the work must be detailed for the Owner and Architect for review. The cost proposal must include detailed breakdowns for labor cost, number of hours, material unit costs, quantities, mark ups, taxes, shipping, etc. Any proposals submitted without detail information will be rejected. Any requests for additional time must be submitted along with cost proposals for review. See Supplementary Conditions for requirements related to itemized information.

1.6 NOTIFICATION

- A. In case of emergency, notify Mr. Pete Holland, USC Facilities Management, Project Manager for this project, at 777-5815 or USC Safety Department at 777-5269.

1.7 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.8 WORK RESTRICTIONS

- A. This project is on the top two floors of an operating student dormitory. Work restrictions will be imposed by USC Student Housing. Their restrictions are not available at this time. They will be distributed at the Pre-bid Conference. GC must strictly comply with USC Student Housing regulations and restrictions.
- B. Access to the building will be through the SW lobby doors.
- C. The freight elevator is the only approved route to the upper floors.
- D. Interaction of any kind with students is prohibited and will not be tolerated. If this prohibition is not observed by an individual, he will be removed from the project and not be allowed to return.
- E. Other than the approved route to the site, the 17th floor and the 18th floor workers must be escorted by USC when in the building.
- F. Vehicular parking is the responsibility of the GC. USC will not make nor be responsible for parking arrangements.
- G. Debris removal is the responsibility of the GC. USC will not make nor be responsible for construction trash removal.
- H. Do not interrupt any utility that will affect areas of the building outside of the job site without prior written approval by USC. Provide notice of any interruptions during the initial scheduling phase of the work and work with USC to schedule times that are least interruptive to the building occupants.

USC – Columbia Campus

- I. Whenever the building is occupied, GC must comply with NFPA 101 Life Safety Code 2003 4.6.10.1 which states: “Buildings or portions of buildings shall be permitted to be occupied during construction, repair, alterations or additions only if all required means of egress and all required fire protection features are in place and continuously maintained for the portion occupied.”

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50- division format and CSI/CSC’s “MasterFormat” numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications used certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words “shall,” “shall be,” or “shall comply with,” depending on the context, are implied where a colon(:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010000

SECTION 093000 - TILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Quarry tile.
 - 2. Waterproof and crack-suppression membrane for thin-set tile installations.

1.3 PERFORMANCE REQUIREMENTS

- A. Static Coefficient of Friction: For tile installed on walkway surfaces, provide products with the following values as determined by testing identical products per ASTM C 1028:
 - 1. Level Surfaces: Minimum 0.6.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
- C. Samples for Verification:
 - 1. Full-size units of each type and composition of tile and for each color and finish required.
 - 2. Full-size units of each type of trim and accessory.
- D. Qualification Data: For Installer.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Tile: Obtain all tile from one source or producer.
 - 1. Obtain tile from same production run and of consistent quality in appearance and physical properties for each contiguous area.

USC – Columbia Campus

- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.
- C. Source Limitations for Other Products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product:
 - 1. Waterproofing.
 - 2. Joint sealants.
- D. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement in ANSI A137.1 for labeling sealed tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Store liquid latexes and emulsion adhesives in unopened containers and protected from freezing.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 5 percent of amount installed, for each type, composition, color, pattern, and size indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 - 1. Basis-of-Design Product: The design for each tile type is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

USC – Columbia Campus

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.
 - 1. Provide tile complying with Standard grade requirements, unless otherwise indicated.
 - 2. For facial dimensions of tile, comply with requirements relating to tile sizes specified in Part 1 "Definitions" Article.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI standards referenced in "Setting and Grouting Materials" Article.
- C. Colors, Textures, and Patterns: Where manufacturer's standard products are indicated for tile, grout, and other products requiring selection of colors, surface textures, patterns, and other appearance characteristics, provide specific products or materials complying with the following requirements:
 - 1. As selected by Architect from manufacturer's full range to match existing
- D. Factory Blending: For tile exhibiting color variations within ranges selected during Sample submittals, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

2.3 TILE PRODUCTS

- A. Unglazed Quarry Tile: Square-edged flat tile as follows:
 - 1. Wearing Surface: Nonabrasive, textured.
 - 2. Facial Dimensions: 6 by 6 inches (152 by 152 mm).
 - 3. Thickness: 3/8 inch (9.5 mm).
 - 4. Face: Pattern of design indicated.
 - 5. Basis-of-Design Product: Dal Tile Suretread with Quarry Guard and Microban or a comparable product of one of the following:
- B. Quarry Tile Trim Units: Matching characteristics of adjoining flat tile and coordinated with sizes and coursing of adjoining flat tile where applicable. Provide shapes as follows, selected from manufacturer's standard shapes:
 - 1. Base: Coved, facial dimensions 6 by 6 inches (152 by 152 mm).
 - 2. Base: Coved, inside and outside coved corners
 - 3. Wainscot Cap: Surface bullnose, facial dimensions 6 by 6 inches (152 by 152 mm).

2.4 WATERPROOFING AND CRACK-SUPPRESSION MEMBRANES FOR THIN-SET TILE INSTALLATIONS

- A. General: Manufacturer's standard product that complies with ANSI A118.10[, **selected from the following**].

USC – Columbia Campus

- B. Unreinforced, Fluid-Applied Product: Liquid-latex rubber in a consistency suitable for trowel application and intended for use as waterproofing.

- 1. Available Products:
 - a. Laticrete Hydro Barrier

2.5 SETTING AND GROUTING MATERIALS

- A. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4, consisting of the following:

- 1. Laticrete 254 Platinum

- B. High performance, epoxy grout

- 1. Laticrete SpectraLock PRO Premium Grout

2.6 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

- B. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.7 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

- B. Add materials, water, and additives in accurate proportions.

- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.

USC - Columbia Campus

1. Verify that substrates for setting tile are firm; dry; clean; free of oil, waxy films, and curing compounds; and within flatness tolerances required by referenced ANSI A108 Series of tile installation standards for installations indicated.
2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Provide concrete substrates for tile floors installed with thin-set mortar that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.
 1. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
 2. Remove protrusions, bumps, and ridges by sanding or grinding.
 3. Build up setting beds where indicated
 4. Slope floors towards drains where indicated

3.3 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.
- B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. When working new tile in areas of old tile, align joints with old tile work. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each

USC – Columbia Campus

space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.

- F. Grout tile to comply with requirements of the following tile installation standards:
 - 1. For chemical-resistant epoxy grouts, comply with ANSI A108.6.

3.4 FLOOR TILE INSTALLATION

- A. General: Install tile to comply with requirements in the Floor Tile Installation Schedule, including those referencing TCA installation methods and ANSI A108 Series of tile installation standards.
 - 1. For installations indicated below, follow procedures in ANSI A108 Series tile installation standards for providing 95 percent mortar coverage.
 - a. Tile floors in wet areas.
- B. Joint Widths: Install tile on floors with the following joint widths:
 - 1. Quarry Tile: **[3/8 inch (9.5 mm)]**.

3.5 CLEANING AND PROTECTING

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove epoxy grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

END OF SECTION 093000

SECTION 15700 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

The provisions of the Instructions to Bidders and the Supplementary Instructions (Articles 9 & 10), General Conditions and Supplementary Conditions, Parts I and II of these Specifications shall govern the work under all Divisions or Sections the same as if incorporated therein and are binding on the Contractor and each Subcontractor.

1.02 SCOPE:

A. These specifications together with the accompanying mechanical drawings are intended to provide for the complete installation of a new mechanical system(s) for a portion of the existing facility. The contractor shall use heating, air conditioning and ventilating equipment and materials as specified hereinafter and as indicated and scheduled on the drawings. This contract includes furnishing and installing all equipment, materials, labor and services necessary to provide a complete and operating mechanical system for the building.

B. The Heating and Air Conditioning (H&AC) Contractor shall pay all fees and shall secure all licenses and permits that are required and necessary in order to perform the work set forth in these specifications. He shall comply with the 2012 Editions of the International Building Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code as well as requirements of ADA, EPA, NFPA and all other authorities having jurisdiction over this work.

C. The H&AC Contractor shall do all excavating and backfilling necessary for this work, and he shall promptly remove from the premises weekly all excess earth, debris, and trash for which he is responsible.

D. The General Contractor will do all cutting and patching which is necessary for the installation of the work covered under this contract. The H&AC Contractor shall inform the General Contractor well in advance of the sizes and locations of all chases, openings, lintels, sleeves, etc., required for the installation of the mechanical equipment. Failure to do so will result in the H&AC Contractor bearing the cost of this phase of the work.

E. All work included under this contract shall be performed by skilled and capable workmen under competent supervision, employing the latest and best practices of the various trades involved. All materials and equipment hereinafter specified shall be American made and shall be new and free from flaws and defects of any nature.

F. Refer to the architectural plans and specifications for a complete description of all alternates as they pertain to the mechanical contract.

G. Contractor is urged to visit the job site prior to submitting a bid for this work, in order to familiarize himself with all existing conditions, and to verify all items related to this contract. Submission of a bid will be considered as evidence that this has been done,

and no extra payments will be allowed this Contractor on account of extra work made necessary by his failure to do so.

1.03 DRAWINGS:

A. The mechanical drawings are diagrammatical only and are intended to show the general arrangement of component parts of the H&AC systems. The contractor shall refer to equipment manufacturer's installation instructions for required access and service clearance around equipment. The contractor shall coordinate his work with other trades, and shall furnish and install all fittings, offsets, changes in duct sizes, etc., necessary to avoid interference's with trusses, electrical conduit, framing, etc., without additional cost to the Owner.

B. In case of conflict or doubt as to the drawings or specifications, the contractor shall consult the Architect, calling to his attention all discrepancies, errors or omissions encountered prior to ordering or installing equipment and materials. In no case shall the Contractor proceed in uncertainty.

C. Should any conflict occur between drawings and specifications, the contractor is instructed to estimate for the more expensive equipment or method of doing the work

1.04 BASIS OF DESIGN:

A. The basis of the mechanical design for all equipment is shown on the plans or in the schedules. The dimensional information, electrical characteristics, weight, equipment connections and other pertinent features of this equipment has been coordinated with the architectural, structural, plumbing and electrical disciplines and used by these design professionals as the basis of the design indicated on their respective plans. Any equipment supplier approved to bid this project desiring to provide equipment or products, other than those listed in the schedules or the plans, must provide to all contractors with their price a letter stating how their products differ from the mechanical basis of design as it pertains to dimensions, electrical characteristics, weight, equipment connections and any other pertinent information. Additionally, this letter must be included with the shop drawing submittal for each substituted piece of equipment not scheduled on the plans. Failure to include these letters with the shop drawings for all equipment scheduled will result in the submittals being rejected. By using the price of substitute equipment, the Mechanical Contractor is accepting the responsibility to coordinate any changes with other trades required by his substitution and shall assume any associated cost incurred as a result of substitution. Where conflicts arise during construction as a result of a failure on the Mechanical Contractor's part to coordinate any changes due to equipment substitution and/or to provide for all associated cost incurred, he shall be required to replace the substitute equipment with the equipment scheduled on the mechanical plans at the discretion of the Architect and Engineer.

1.05 APPROVALS:

A. All requests for approval to substitute materials or equipment considered by the Contractor as equal to those specified shall be submitted in writing to the Architect for approval ten (10) calendar days prior to the bid date.

B. See Supplementary Conditions in the Architectural Specifications for complete information concerning substitution of materials and equipment for this project.

C. Within fifteen (15) days after the award of the contract, the H&AC Contractor shall furnish the Architect five (5) sets of complete submittal data (bound and indexed in a 3-ring binder) on the mechanical equipment and materials that he proposes to use on this project. Each supplier shall provide a name and telephone number of a contact person familiar with the product as a part of the submittal. As a minimum, the following must be submitted and approved before use on this project:

Ductless VRV Heat Pump System	Piping Materials	Controls Contractor
Ventilation Equipment	Vibration Isolation & Seismic Products	Controls Devices
Electric Heaters	Insulation Contractor	Controls Diagrams
Ductwork Materials	Insulation Material	T & B Contractor
		T & B Procedure

D. The H&AC Contractor shall be responsible for determining that all products submitted for approval meet given space limitations and maintain all required clearances for proper access and service. Additionally, any changes in electrical requirements must be coordinated with the Electrical Contractor at no added cost to the Owner.

E. Any item of equipment installed on this project that was not specified or approved for substitution, shall be removed and replaced with the item specified, without any cost to the Owner, at the discretion of the Architect.

1.06 "OR EQUAL" CLAUSE:

A. Specific references in the specification to any article, device, product, material, fixture, form or type of construction, etc., by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor in such cases may, at his option, use any article, device, product, material, fixture, form or type of construction, which in the judgment of the Architect, expressed in writing, is equal to that named.

B. Written requests for approval to substitute materials or equipment considered by the Contractor as equal to those specified, shall be submitted to the Architect for approval ten (10) days prior to bid opening date. Requests shall list specific model numbers and accessories to be used and shall be accompanied by samples, descriptive literature and engineering information as necessary to fully identify and appraise the product. No increase in contract sum will be considered when requests are not approved. If the Architect finds the item submitted to be equal, he will issue an Addendum making it a part of the Contract documents prior to bidding. After bidding, no further changes will be considered.

C. Do not submit specified products for approval unless requested to do so by the equipment manufacturer.

D. The H&AC Contractor shall be responsible for determining that all products submitted for approval meet given space limitations and maintain all required clearances for proper

access and service. Additionally, any changes in electrical requirements must be coordinated with the Electrical Contractor at no added cost to the Owner.

E. Any item of equipment installed on this project which was not specified or approved for substitution, shall be removed and replaced with the item specified, without any cost to the Owner, at the discretion of the Architect.

1.07 DESIGN CONDITIONS:

Heating and air conditioning designs are based on the following conditions:

Winter Season: 20°F. outside.
72°F. inside.

Summer Season: 97°F. dry bulb and 76°F. wet bulb outside.
75°F. dry bulb inside.

PART 2 - PRODUCT

2.01 DUCTLESS VRV HEAT PUMP SYSTEM (DAH & CU):

A. General:

1. Furnish and install where indicated on the plans, a complete and operational ductless variable refrigerant flow (VRV) heat pump system of size, type and capacities as scheduled on the drawings and herein specified. Installation shall be in accordance with the manufacturer's printed recommendation.
2. The equipment supplier shall clearly state in his bid any exceptions made to the plans and specifications. The Mechanical Contractor is responsible for all expenses that occur due to the noted exceptions.
3. The ductless VRV heat pump system shall be DAIKIN equipment models and accessories as scheduled on the plans or equal by MITSUBISHI. Refer to section 1.04 BASIS OF DESIGN for additional bidding instructions.
4. All equipment and materials for this project shall be purchased from and furnished to the contractor by the manufacturer's local representative for Felkel & Hastings Mechanical Engineers. No submittals for equipment or materials will be received where the local representative has not originated the submittal data for this project. All non-compliant submittals will be promptly rejected.

B. Equipment Protection:

1. Units shall be stored indoors and protected from damage prior to installation. Weathered or damaged units will be rejected and replaced at the contractor's expense.
2. All units shall shipped to the job site shall with ends sealed with plastic to prevent accumulation of dirt and debris. Plastic shall be removed only upon installation of

boxes. All remaining openings shall be fully protected with plastic sealed until the unit is placed in operation. *There are no exceptions.* Units not protected and installed in this manner will be rejected and replaced at the contractor's expense.

3. The Mechanical contractor shall provide temporary filters to maintain a clean system during temporary service. Filters shall cover openings with a minimum MERV-8 filter to protect the equipment from accumulation of organic material. Final filters shall be Tri-Dem filters.

C. Piping:

1. Piping to comply with best trade practice. All work and materials to meet local requirements and comply with the currently adopted version of the Standard Building Code.
2. Run condensate drain pipes parallel to walls and ceilings, using a few fittings consistent with required flexibility. Refrigerant pipe shall be run direct as practicable between units.
3. Refrigerant line sizes shall be in strict accordance with equipment manufacturer's published recommendations. (See insulation requirements)
4. Provide schedule 40 PVC pipe sleeve where refrigerant and condensate drain piping passes through masonry wall. Seal around openings air tight similar to pipe through fire wall.
5. Condensate drain piping shall be type "L" copper with drainage pattern fittings. (See insulation requirements)

D. System Description:

1. The variable capacity, heat pump air conditioning system shall be a Daikin Variable Refrigerant Volume Series (heat and cool model) split system as specified. The system shall consist of multiple evaporators, REFNET joints and headers, a three pipe refrigeration distribution system using PID control and Daikin VRV condenser unit. The condenser shall be a direct expansion (DX), air-cooled heat pump, multi-zone air-conditioning system with variable speed inverter driven compressors using R-410A refrigerant. The condensing unit may connect an indoor evaporator capacity up to 200% of the condensing unit capacity. All zones are each capable of operating separately with individual temperature control. A dedicated hot gas pipe shall be required to ensure optimum heating operation performance.
2. The Daikin condensing unit shall be interconnected to indoor unit models and shall range in capacity from 7,500 Btu/h to 96,000 Btu/h in accordance with Daikin engineering data book detailing each available indoor unit. The indoor units shall be connected to the condensing unit utilizing Daikin REFNET specified piping joints and headers to ensure correct refrigerant flow and balancing. T style joints shall not be acceptable as this will negatively impact proper refrigerant balance and flow for optimum system capacity and performance.
3. Each indoor unit or group of indoor units shall be able to provide set temperature

independently via a local remote controller, an Intelligent Controller, an Intelligent Manager or a BMS interface.

4. The RXYQ condensing unit model numbers and the associated number of connectable indoor units per RXYQ condensing unit is indicated in the schedule on the plans. Each indoor unit or group of indoor units shall be independently controlled.

E. VRV System Features:

1. Auto charging - Each system shall have a refrigerant auto-charging function.
2. Defrost Heating - Each system shall maintain continuous heating during defrost operation. Reverse cycle (cooling mode) defrost operation shall not be permitted due to the potential reduction in space temperature.
3. Oil Return Heating - Each system shall maintain continuous heating during oil return operation. Reverse cycle (cooling mode) oil return during heating operation shall not be permitted due to the potential reduction in space temperature.
4. Low Ambient Cooling - Each system shall be capable of low ambient cooling operation to -4°F DB.
5. Independent Control - Each indoor unit shall use a dedicated electronic expansion valve for independent control.
6. VFD Inverter Control - Each condensing unit shall use a high efficiency, variable speed inverter compressor coupled with inverter fan motors for superior part load performance. Compressor capacity shall be modulated automatically to maintain constant suction and condensing pressures while varying the refrigerant volume for the needs of the cooling or heating loads. Indoor units shall use PID to control superheat to deliver a comfortable room temperature condition and optimize efficiency.
7. Simple Wiring - Systems shall use 16/18 AWG, 2 wire, multi-stranded, non-shielded and non-polarized daisy chain control wiring.
8. Advanced Diagnostics - Systems shall include a self-diagnostic, auto-check function to detect a malfunction and display the type and location.
9. Each condensing unit shall incorporate contacts for electrical demand shedding.
10. Advanced Controls - Each system shall have at least one remote controller capable of controlling up to 16 indoor units.
11. Each system shall be capable of integrating with open protocol BACnet and LonWorks building management systems.
12. Low Sound Levels - Each system shall use indoor and condensing units with quiet operation as low as 27 dB (A).

F. Quality Assurance:

1. The units shall be tested by a Nationally Recognized Testing Laboratory (NRTL), in accordance with ANSI/UL 1995 Heating and Cooling Equipment and bear the Listed Mark.
2. All wiring shall be in accordance with the National Electric Code (NEC).
3. The system will be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.
4. Mechanical equipment for wind-born debris regions shall be designed in accordance with ASCE 7-2002 and installed to resist the wind pressures on the equipment and the supports.
5. The condensing unit will be factory charged with R-410A.

G. Warranty:

1. System manufacturer warrants to the customer who is the original owner and user of the products specified above that under normal use and maintenance for comfort cooling and conditioning applications such products will be free from defects in material or workmanship. This warranty applies to parts only and is limited in duration to five (5) year from the earlier to occur of (a) the date of original installation, whether or not actual use begins on that date, or (b) eighteen (18) months from the date of shipment by the supplier.
2. For compressors only, system manufacturer provides the above warranty (which is applicable to parts only) for a seven (7) year period. This extended warranty for compressors is limited in duration to seven (7) years from the earlier to occur of (a) the date of original installation, whether or not actual use begins on that date, or (b) eighteen (18) months from the date of shipment by Daikin AC, and applies to the compressor and compressor parts only. The effective date of this extended warranty shall be established as above.

H. Installation Requirements:

1. The system must be installed by a Daikin factory trained contractor/dealer. The bidders shall be required to submit training certification proof with bid documents. The mechanical contractor installation price shall be based on the systems installation requirements. The mechanical contractor bids with complete knowledge of the HVAC system requirements. Untrained contractors will not be allowed to bid this project.

I. Refrigerant Piping:

1. The system shall be capable of refrigerant piping up to 540 actual feet or 620 equivalent feet from the condensing unit to the furthest indoor unit, a total combined liquid line length of 3,280 feet of piping between the condensing and indoor units with 295 feet maximum vertical difference, without any oil traps. REFNET piping joints and headers shall be used to ensure proper refrigerant balance and flow for optimum system capacity and performance. T style joints shall not be acceptable as this will negatively

- impact proper refrigerant balance and flow for optimum system capacity and performance.
2. Refrigerant line sizes shall be in strict accordance with equipment manufacturer's published recommendations. (See insulation requirements). The contractor shall provide and install all devices required by the equipment manufacturer for a complete installation. Line sizes and devices required for the installation shall be furnished by the equipment supplier based on actual site conditions. The manufacturer's representative shall perform a preconstruction visit, 2 quality control visits, and provide factory startup. In addition, furnish a statement that the refrigerant piping is complete and installed in accordance with the manufacturers' guidelines.
 3. Refrigerant piping shall be dehydrated, ACR type "L" hard drawn copper where piping is concealed from view in chases, below floors, in mechanical rooms and outdoors. Pre-charged tubing is not acceptable. Soft drawn copper is allowed only for pipe sizes of 5/8" diameter or less where needed to offset around joists or beams at the floor penetrations.
 4. Provide full port 900psi rated ball valves with Schrader port on each fan coil for both liquid and suction lines.
 5. Piping shall be supported within building using uni-strut hangers and cushioned pipe clamps. Supports inside of building shall be similar to support outside of building. See detail on drawings.
 6. Provide schedule 40 PVC pipe sleeve where refrigerant and condensate drain piping passes through masonry wall. Seal around openings air tight similar to pipe through fire wall (see detail).

J. Condensing Unit(s):

1. General: The condensing unit is designed specifically for use with VRVIII series components.
 - a. The condensing unit shall be factory assembled and pre-wired with all necessary electronic and refrigerant controls. The refrigeration circuit of the condensing unit shall consist of scroll compressors, motors, fans, condenser coil, electronic expansion valves, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut off valves, oil separators, service ports and refrigerant regulator. Liquid and suction lines must be individually insulated between the condensing and indoor units.
 - b. The condensing unit can be wired and piped with access from the left, right, rear or bottom.
 - c. The sound pressure level standard shall be that value as listed in the Daikin engineering manual for the specified models at 3 feet from the front of the unit. The condensing unit shall be capable of operating automatically at further reduced noise during night time.
 - d. The system will automatically restart operation after a power failure and will not cause any settings to be lost, thus eliminating the need for reprogramming.
 - e. The unit shall incorporate an auto-charging feature.
 - f. The condensing unit shall be modular in design and should allow for side-by-side installation with minimum spacing.

- g. The following safety devices shall be included on the condensing unit; high pressure sensor and switch, low pressure sensor, control circuit fuses, crankcase heaters, fusible plug, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers.
 - h. To ensure the liquid refrigerant does not flash when supplying to the various indoor units, the circuit shall be provided with a sub-cooling feature.
 - i. Oil recovery cycle shall be automatic occurring 2 hours after start of operation and then every 8 hours of operation. Each system shall maintain continuous heating during oil return operation. Reverse cycle (cooling mode) oil return during heating operation shall not be permitted due to the potential reduction in space temperature.
 - j. The condensing unit shall be capable of heating operation at 0°F dry bulb ambient temperature without additional low ambient controls or an auxiliary heat source.
 - k. The system shall continue to provide heat to the indoor units in heating operation while in the defrost mode. Reverse cycle (cooling mode) defrost during heating operation shall not be permitted due to the potential reduction in space temperature.
2. Unit Cabinet: The condensing unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proofed mild steel panels coated with a baked enamel finish.
3. Fan:
- a. The condensing unit shall consist of one or more propeller type, direct-drive 350 or 750 W fan motors that have multiple speed operation via a DC (digitally commutating) inverter.
 - b. The condensing unit fan motor shall have multiple speed operation of the DC (digitally commutating) inverter type.
 - c. The fan shall be a vertical discharge configuration.
 - d. The fan motor shall have inherent protection and permanently lubricated bearings and be mounted.
 - e. The fan motor shall be provided with a fan guard to prevent contact with moving parts.
 - f. Night setback control of the fan motor for low noise operation by way of automatically limiting the maximum speed shall be a standard feature. Operation sound level shall be selectable from 3 steps as shown below.
4. Condenser Coil:
- a. The condenser coil shall be manufactured from copper tubes expanded into aluminum fins to form a mechanical bond.
 - b. The heat exchanger coil shall be of a waffle louver fin and rifled bore tube design to ensure high efficiency performance.
 - c. The heat exchanger on the condensing units shall be manufactured from Hi-X seamless copper tube with N-shape internal grooves mechanically bonded on to aluminum fins to an e-Pass Design.
 - d. The fins are to be covered with an anti-corrosion acrylic resin and hydrophilic film type E1.

- e. The pipe plates shall be treated with powdered polyester resin for corrosion prevention. The thickness of the coating must be between 2.0 to 3.0 microns.

5. Compressor:

- a. The inverter scroll compressors shall be variable speed (PVM inverter) controlled which is capable of changing the speed to follow the variations in total cooling and heating load as determined by the suction gas pressure as measured in the condensing unit. In addition, samplings of evaporator and condenser temperatures shall be made so that the high/low pressures detected are read every 20 seconds and calculated. With each reading, the compressor capacity (INV frequency or STD ON/OFF) shall be controlled to eliminate deviation from target value.
- b. The inverter driven compressor in each condensing unit shall be of highly efficient reluctance DC (digitally commutating), hermetically sealed scroll G2-type with a maximum speed of 7,980 rpm.
- c. Neodymium magnets shall be adopted in the rotor construction to yield a higher torque and efficiency in the compressor instead of the normal ferrite magnet type. At complete stop of the compressor, the neodymium magnets will position the rotor into the optimum position for a low torque start.
- d. The capacity control range shall be as low as 4% to 100%.
- e. Each non-inverter compressor shall also be of the hermetically sealed scroll type.
- f. Each compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
- g. Oil separators shall be standard with the equipment together with an intelligent oil management system.
- h. The compressor shall be spring mounted to avoid the transmission of vibration.
- i. Units sized 6-12 tons shall contain a minimum of 2 compressors. 14 ton units shall contain a minimum of 3 compressors. 16-20 ton units shall contain a minimum of 4 compressors. 22-24 ton units shall contain a minimum of 5 compressors. 26-28 ton units shall contain a minimum of 6 compressors. In the event of compressor failure the remaining compressors shall continue to operate and provide heating or cooling as required at a proportionally reduced capacity. The microprocessor and associated controls shall be designed to specifically address this condition.

K. Electrical:

1. The control voltage between the indoor and condensing unit shall be 16VDC non-shielded, stranded 2 conductor cable. The control wiring shall be a two-wire multiplex transmission system, making it possible to connect multiple indoor units to one condensing unit with one 2-cable wire, thus simplifying the wiring installation.

L. Refrigerant Pipe Evacuation:

1. Dry nitrogen shall be passed through refrigerant piping at 1.5 - 3.0 psi during the brazing operation in order to minimize oxidation and scale formation.

2. Refrigerant system shall be pressure tested to 150 psi for 3 minutes. Then increase the pressure to 325 psi and hold for 5 minutes. Finally, take the pressure test to 550 psi and hold for a minimum of 24 hours.
3. Refrigerant system shall be triple evacuated drawing a vacuum of 4,000 microns, for the first evacuations. Break the vacuum with nitrogen to 2 psi. Next evacuate the system to 1,500 microns and break with nitrogen to 2 psi. Finally evacuate the system to 300 microns for final evacuation and hold for 1 hour prior to adding additional refrigerant.

M. Pipe Insulation:

1. Condensate drain pipes shall be insulated with 1" flexible pipe insulation. Slip insulation on prior to connection and seal all butt joints with adhesive. On tees and ells greater than 45 degrees, insulation shall be mitered and sealed with adhesive. Entire installation shall be in strict accordance with the manufacturer's recommended installation instructions.
2. Refrigerant and condensate drain piping insulation shall be 1" thick Armaflex II insulation not to exceed flame spread of 25 and smoke developed rating of 50, as listed by Underwriters Laboratories.
3. Mastic shall be rubber cement, LEED approved non-flammable adhesive.

2.02 ELECTRIC WALL HEATER (EWH):

A. Furnish and install where indicated on the plans, electric wall heater(s) of size, type and capacity as scheduled on the drawings. The equipment supplier shall clearly state in his bid any exceptions made to the plans and specifications. The Mechanical Contractor is responsible for all expenses that occur due to the noted exceptions.

B. Each wall heater shall be furnished complete with an electrical resistance heating element, permanently lubricated totally enclosed heavy-duty fan motor with built-in overload protection, propeller type fan, terminal block, built-in automatic reset type thermal overheat switch, day-night control circuit, control voltage transformer, exposed controls or concealed tamper-proof controls as scheduled on the plans and recessed or surface mount type baked enamel cabinet with aluminum frame and heavy-duty front grille as scheduled on the plans.

C. Electric wall heater(s) shall be MARKEL models as scheduled on the plans or equal by INDEECO, REDD-I, RAYWALL or Q'MARK. All suppliers refer to section 1.04 BASIS OF DESIGN for additional bidding instructions.

2.03 VENTILATING EQUIPMENT:

A. Furnish and install ventilating equipment for the building as indicated on the plans, as described below and as scheduled on the drawings. The equipment supplier shall clearly state in his bid any exceptions made to the plans and specifications. The Mechanical Contractor is responsible for all expenses that occur due to the noted exceptions. The General Contractor will provide framed openings in walls, floor and roof deck as required for the ventilating equipment, and he will flash all roof curbs furnished

by the H&AC Contractor. Tops of curbs shall be a minimum of 8" above the finished roof deck. Adapter curb shall be as manufactured by the equipment supplier or equal by IMPERIAL METALS. All fans shall bear the AMCA Certified Ratings Seal for sound and air performance per AMCA 210.

B. Roof Upblast Dishwasher Exhaust Fans (DWF):

1. Furnish and install on the roof of the building where indicated on the plans, a direct drive or belt-driven centrifugal type upblast roof exhaust fan of size and capacity as specified on schedule on drawings. Fan shall be furnished complete with a spun aluminum housing, 1/2" mesh aluminum bird screen, fan motor with built-in thermal overload protection for each fan motor 1/2 H.P. and smaller, magnetic starter with thermal overload protection with each fan motor 3/4 H.P. and larger, disconnect switch mounted under ventilator cover, aluminum spark-proof fan wheel assembly, heat shield, fan motor and belt mounted out of the air stream, manual reset firestat, backdraft damper, where applicable entire fan assembly designed for dishwasher exhaust type service. Install exhaust fan on galvanized pre-fabricated roof adapter curb. Adapter curb shall be installed on roof with top of curb level. Top of curb shall be a minimum of 8" above the finished roof. Entire dishwasher exhaust fan assembly shall meet NFPA requirements for dishwasher exhaust application.

2. Dishwasher exhaust fan(s) shall be GREENHECK models as scheduled on the plans or equal by COOK, TWIN CITY FANS, PENN BARRY, BREIDERT, ILG, ACME or CARNES. All suppliers refer to section 1.04 BASIS OF DESIGN for additional bidding instructions.

C. General:

Ductwork, turning vanes, grilles, dampers, and other applicable items that are to be installed in conjunction with the ventilating equipment are specified elsewhere.

2.04 EQUIPMENT SUPPORTS:

A. Ground Mounted Equipment:

The General Contractor will provide a reinforced concrete supporting base outside the building where indicated on the plans for each ground mounted split system condensing unit.

B. Rooftop Equipment (down discharge):

1. H&AC Contractor will provide the roof adapter curb as specified with equipment for all ventilating equipment.

2.05 VIBRATION ISOLATORS AND SEISMIC RESTRAINTS:

A. All mechanical equipment 3/4 HP and over listed in the Vibration Isolation / Seismic schedule shall be mounted on vibration isolators to prevent the transmission of objectionable vibration and vibration induced sound to the building structure. All

isolation materials, flexible connectors and seismic restraints shall be of the same manufacturer.

B. Unless otherwise specified, all mechanical and plumbing equipment, pipe and ductwork shall be restrained to resist seismic forces. Restraint devices shall be designed and selected to meet the seismic requirements as defined in the latest issue of the IBC or local jurisdiction building code.

C. The isolators and seismic restraint systems listed herein are as manufactured by Amber / Booth, Mason Industries, Kinetics, Vibration Eliminator Company or approved equals which meet all the requirements of the specifications, are acceptable. Manufacturer must be a member of the Vibration Isolation and Seismic Control Manufacturers Association (VISCMA).

D. Seismic restraint shall not be required for the following:

1. Hanging, wall mounted and flexibly supported mechanical & plumbing components that weigh 20 pounds (89 N) or less, where $I_p = 1.0$ and flexible connections are provided between the components and associated ductwork piping.
2. High deformability piping (steel, copper, aluminum with welded, brazed, ground or screwed connections) designated as having an $I_p = 1.5$ and a nominal pipe size of 1 inch (25 mm) or less where provisions are made to protect the piping from impact or to avoid the impact of larger piping or other mechanical equipment. Note, any combination of piping supported on a trapeze where the total weight exceeds 10 lb/ft. must be braced.
3. High deformability piping (steel, copper, aluminum with welded, brazed, ground or screwed connections) and limited deformability piping (cast iron, FRP, PVC) designated with an $I_p = 1.0$ and a nominal pipe size of 1 inch and less in the mechanical equipment room or 2" and less outside the mechanical equipment room.
4. PVC or other plastic or fiberglass vent piping.
5. HVAC ducts suspended from hangers that are 12 inches or less in length from the top of the duct to the supporting structure and the hangers are detailed to avoid significant bending of the hangers and their connections. Duct must be positively attached to hanger with minimum #10 screws within 2" from the top of the duct.
6. HVAC duct with an $I_p = 1.5$ that have a cross-section area less than 4 square feet. HVAC ducts with an $I_p = 1.0$ that have a cross sectional area of less than 6 square feet.
7. Equipment items installed in-line with the duct system (e.g., fans, heat exchangers and humidifiers) with an operating weight less than 76 pounds. Equipment must be rigidly attached to duct at inlet and outlet.

E. Manufacturer of vibration and seismic control products shall provide piping, ductwork and equipment isolation systems and seismic restraints as scheduled or specified with installation instructions and shop drawings for all materials supplied under this section of

the specifications. Seismic restraints shall comply with the SMACNA Seismic Restraint Manual *Guidelines for Mechanical Systems* Second Edition – February, 1998 and Addendum No. 1 September 2000.

F. Submittals shall include calculations to determine restraint loads resulting from seismic forces presented in local building code or IBC, Chapter 16 latest edition. Seismic calculations shall be certified & stamped by an engineer in the employ of the seismic equipment manufacturer with a minimum 5 years experience and licensed in the project's jurisdiction. Provide calculations for all floor or roof mounted equipment and all suspended or wall mounted equipment 20lbs or greater. Calculations and restraint device submittal drawings shall specify anchor bolt type, embedment, concrete compressive strength, minimum spacing between anchors and minimum distances of anchors from concrete edges. Seismic supplier shall provide shop drawings indicating location of all cable restraints required for pipe and ductwork. Drawings must be stamped by a manufacturer's registered professional engineer.

G. All isolators, bases and seismic restraints exposed to the weather shall utilize cadmium plated, epoxy coat or PVC coated springs and hot dipped galvanized steel components. Nuts, bolts and washers may be zinc-electroplated. Isolators for outdoor mounted equipment shall provide adequate restraint for the greater of either wind loads required by local codes or withstand a minimum of 30 lb./sq.ft. applied to any exposed surface of the equipment.

H. Mechanical and plumbing equipment manufacturers shall provide certification that their equipment is capable of resisting expected seismic loads without failure. Equipment manufacturers shall provide suitable attachment points and/or instructions for attaching seismic restraints.

I. Products:

1. Vibration Isolators:

a. Specification W: a pad type mounting consisting of two layers of ribbed elastomeric pads with a 1/2" poro-elastic vibration absorptive material bonded between them. Pads shall be Amber / Booth Type NRC.

2. Seismic Restraints:

a. Specification SL: a restrain assembly for floor mounted equipment consisting of welded steel interlocking assemblies welded or bolted securely to the equipment or the equipment bases and to the supporting structure. Restraint assembly surfaces which engage under seismic motion shall be lined with a minimum of 1/4-inch thick resilient elastomeric pad to protect equipment. Restraints shall be field adjustable and be positioned for 1/4-inch clearance as required to prevent interference during normal operation. Restraint assembly shall have minimum rating of two times the catalog rating at 1 g. as certified by independent laboratory test. Restraint shall be Amber / Booth type ER.

3. Flexible Pipe Connections:

Isolate refrigerant piping as indicated on the piping details on the drawings using Style BF “Spring-Flex” bronze seamless corrugated hoses with bronze braiding, copper tube sweat ends and lengths as recommended by the vibration isolator manufacturer.

J. Installation:

1. Comply with the manufacturer’s instructions for the installation and load application of vibration isolation materials and products. Adjust to ensure that units do not exceed rated operating deflections or bottom out under loading and are not short-circuited by other contacts or bearing points. Remove space blocks and similar devices (if any) intended for temporary support during installation or shipping.
2. Housekeeping Pads shall be constructed and installed per ASHRAE’s “A Practical Guide to Seismic Restraint”. They shall be a minimum of .5” thicker than the maximum embedment required of any anchor but not less than 6”. They shall be sized to provide minimum edge distances for all installed anchors. They must be anchored to the floor structure in an approved manner.

K. Application of Seismic Restraints:

1. All floor mounted isolated equipment shall be protected with type SB or type C unitized isolator and restraint or with separate type SL restraints (minimum of 4).
2. Floor mounted non-isolated equipment shall be protected by properly sized anchor bolts with elastomeric grommets provided by the isolation manufacturer.

L. Ductwork:

Ductwork shall be protected in all planes by SC restraints. Locations shall be determined by the isolator / seismic supplier.

M. Equipment Isolation and Seismic Restraint Schedule:

EQUIPMENT ISOLATION AND SEISMIC RESTRAINT SCHEDULE

Fa = If Site Class is unknown, use the value for Site Class D
 Project Seismic Factors: Ss = 0.60 (Columbia, SC)

<u>Equipment Tag</u>	<u>Component Ip</u>	<u>Isolation Specification</u>	<u>Seismic Rest. Spec.</u>	<u>Isolation Deflection</u>
Outdoor Cond. Units (pad mounted)	1.0	Spec W	Note 1	.15”

Notes:

1. Anchor bolts for non-isolated and internally isolated equipment shall be sized by the seismic restraint supplier. If required, Spec. SL snubbers or Spec. SC cable kits shall be provided.

2. Roof curbs provided by others must be certified by a professional engineer for the required seismic loads.

N. All life safety equipment and all equipment, duct, piping, etc. in Occupancy Category III buildings shall have an I_p of 1.5. All natural gas piping, fuel oil lines, fume hood exhaust ducts and boiler/furnace/water heater flues shall have an I_p of 1.5.

2.06 DUCTWORK:

A. Ductwork shall be run below ceilings and up through existing openings in the ceiling / roof assembly. Verify actual conditions and space constraints before fabricating any ductwork. Careful coordination with General Contractor and other trades shall be made to avoid conflicts with sprinkler piping, plumbing piping, conduits, steel joists, beams, trusses, etc.

B. Dishwasher Exhaust Ductwork:

1. Commercial dishwasher exhaust duct shall be constructed of 18 gage minimum stainless steel (Type 304, 18-8). All seams, joints and penetrations of ductwork shall be made with a continuous liquid-tight weld on the external surface of the duct system and performed by a competent welder. Duct joints shall be butt joints, welded flange joints with a maximum flange depth of $\frac{1}{2}$ ". Duct to exhaust fan connections shall be flanged and gasketed at the base of the fan for vertical discharge fans. Long radius elbows shall be used for all changes in direction. For short horizontal runs (less than 75 total feet) slope ducts $\frac{1}{4}$ inch vertically per 12 inches horizontally from the discharge point back to the hood.

C. Follow duct dimensions indicated on drawings as closely as possible. Provide offsets, vary shape or alter run if required to meet structural or other interference's. Where shape of duct is varied, alter dimensions to provide cross sectional area and static pressure drop per unit length equal to ductwork shown on drawings.

D. Duct dimensions shown on drawings are inside dimensions. Adjust accordingly where interior insulation is applied.

E. Duct to be air tight, smooth on inside and neatly finished on outside.

F. Cover or otherwise protect all fan and duct openings from dirt and rubbish during construction. Clean all systems prior to final inspection.

2.07 REFRIGERANT AND CONDENSATE DRAIN PIPING:

A. Provide galvanized steel pipe sleeves for piping wherever it passes through masonry partitions, walls, and floors. Seal openings between sleeves and pipes using 3M Brand fire protection products specifically approved for the particular usage, and installed in strict accordance with the manufacturer's recommendations. Where pipes pass through fire rated partitions seal penetrations as indicated on the details on the drawings.

B. Install chrome plated floor and ceiling plates around piping wherever it passes through walls, floors, ceilings, partitions, and equipment cabinets in exposed locations.

Floor and ceiling plates shall be CRANE CO. No. 10-BC and No. 13-BC plates, or equals by GRINNELL CO. or BEACON AND CADWELL CO.

C. Refrigerant Piping:

1. All refrigerant piping shall be Type "L" ACR cleaned and capped hard drawn copper piping with soldered wrought copper fittings, using silver solder, "Sil-Fos", or "Phos-Copper". Piping shall be installed plumb and level as applicable. All elbows in piping shall be made with long radius elbows.
2. All refrigerant piping shall be capped with copper caps soldered or brazed to each end of the piping during construction to reduce the possibility of introducing dirt, moisture or debris into the refrigerant systems. Duct tape is not acceptable as a means to cap piping.
3. Contractor shall consult the equipment manufacturer for sizing of the refrigerant piping once exact routing has been determined. Contractor shall furnish equipment manufacturer with all pertinent information such as length of piping, number of elbows, elevations of equipment, etc. necessary for proper sizing of piping and installation of equipment. Contractor shall install all fittings, traps, oil loops, accumulators, expansion valves, solenoid valves, etc. as recommended by the unit manufacturer for this specific equipment/piping installation.

D. Condensate Drain Piping:

Condensate drain piping shall be Type "L" hard drawn copper. Connections shall be made with soldered wrought copper fittings, using 95-5 solder. Each drain line shall be full size of the drain connection on the unit (minimum) and shall have a 2-inch deep trap with a water seal in the crawl space. Provide cleanouts with removable threaded plugs in piping where indicated on drawings. Extend the condensate drain line to the nearest floor drain as indicated on the plans. Drain piping shall maintain a minimum 1" per 10' pitch.

2.08 REFRIGERANT PIPING AND ACCESSORIES:

- A. Furnish and install all refrigerant piping, valves, fittings, and accessories as indicated on piping details on drawings and as required to interconnect the mechanical units as indicated on plans. Piping materials, connections, and hangers are specified above. Refrigerant accessories shall be as manufactured by ALCO VALVE CO., SPORLAN VALVE CO., MUELLER BRASS CO., or approved equal.
- B. In the event H. & A. C. Contractor proposes to use refrigerant equipment requiring different refrigerant piping arrangements, pipe sizes, number of circuits, etc., from that shown on piping details on drawings, Contractor shall submit complete shop drawings of revised refrigerant piping to the Architect for approval.

2.09 LEAK TESTING AND DEHYDRATING:

Leak test, dehydrate, and evacuate each refrigerant piping system as specifically recommended by the equipment manufacturer. Repair all leaks, and replace all

defective piping materials found during tests. Fully charge each refrigerant piping system with refrigerant as required, and guarantee full charges of refrigerant for a period of one year. Thoroughly check each system for refrigerant leaks after the system has been placed in operating condition.

2.10 PIPE HANGERS:

A. Pipe hangers shall be GRINNELL CO. figure numbers as specified below, or similar products as manufactured by FEE AND MASON CO., PIPE HANGERS AND DEVICES INC., or MICHIGAN HANGER CO. (M-CO).

B. Support horizontal refrigerant piping and copper condensate drain piping at 6 foot intervals with GRINNELL CO. Figure CT-109 copper plated split ring pipe hangers.

C. Support vertical refrigerant piping and copper condensate drain piping at 5 foot intervals with GRINNELL CO. Figure CT-130 copper plated split ring extension pipe hangers.

D. Refrigerant piping located outside the building at the split heat pump outdoor units shall be supported from concrete pads using pipe stanchions spaced as specified above for horizontal refrigerant piping.

E. Horizontal PVC condensate drain piping shall be supported at 4 foot intervals. Provide a minimum 1"/10 FT. pitch for all condensate drain lines. Suspended horizontal piping shall be supported with GRINNELL CO. Figure CT-109 copper plated split ring pipe hangers. Horizontal piping installed on floors shall be supported with pipe stanchions or on closed cell polyethylene foam pipe pier blocks with integral strut channel as manufactured by ERICO Model PP or equal.

F. Provide a protector saddle equal to FEE AND MASON CO. Fig. 80 at each pipe hanger location for all insulated piping. Pipe hangers shall be oversized to extend completely around the pipe insulation and the protector saddles.

G. All pipe hangers shall be securely attached to the building construction, using hanger rods of sizes as recommended by the pipe hanger manufacturer. Furnish and install all supplementary steel, framing members, beam clamps, hanger rods, etc., as required to properly support all pipe hangers.

2.11 PIPE SLEEVES:

Wherever pipes pass through masonry walls, floors, and partitions, furnish and install galvanized steel pipe sleeves of sufficient size to allow bare pipes, or pipes plus insulation if applicable, to pass through easily. Seal openings between sleeves and pipes located in fire walls, floors, and partitions using DOW CORNING 3-6548 Silicone RTV Foam installed in strict accordance with the manufacturer's recommendations. Seal openings between sleeves and pipes located in all other walls and partitions with approved waterproof compound.

2.12 INSULATION:

A. All insulation shall be installed in a workmanlike manner by qualified insulation mechanics in regular employ of a licensed Insulation Contracting Firm working in the capacity of a subcontractor under the H&AC Contractor. Install all insulation in strict accordance with the manufacturer's recommendations, using approved type laggings, adhesives, mastics, and other materials as applicable.

B. General:

1. Unless otherwise indicated, all insulation materials shall have a flame spread index of 25 or less and a smoke developed index of 50 or less when tested in accordance with the latest revision of ASTM E 84.

2. Laggings, adhesives, and mastics for the various insulating materials shall be as specified below, or similar products as manufactured by LION OIL CO., INSULMASTIC CO., BENJAMIN FOSTER CO. or approved equal.

3. Insulation shields are required at all hangers supporting piping. Wherever required to prevent pipe hangers from crushing the fiberglass insulation, install a short section of cellular glass insulation at each pipe hanger location. Vapor seal joints between fiberglass and cellular glass insulation with vapor barrier mastic.

4. Provide a .016" thick aluminum jacket for all pipe insulation exposed to the weather and within mechanical equipment rooms when installed less than eight feet above the finished floor level.

C. Pipe Insulation Materials:

1. The thermal conductivity of all insulation materials shall range from 0.22 to 0.27 Btu-in / (hr-sf-°F.). For insulating materials outside the conductivity range, the minimum thickness shall be increased to provide an equivalent overall "U" value per the formula given in the *International Mechanical Code*.

2. Armaflex type pipe insulation shall be ARMSTRONG INSULATION's "AP Armaflex SS", or approved equal, a flexible closed-cell elastomeric foam. Joints and seams shall be sealed with Armstrong 520 Adhesive. Whenever possible, slide unslit sections of insulation over the taped off open end of piping. Insulate all elbows and fittings with mitered segments of pipe insulation sealed with adhesive specified above. Insulation shall not be stretched (under tension) at joints and seams.

3. Fiberglass type pipe insulation shall be OWENS-CORNING's SSL-II, UL rated "Fiberglas 25 ASJ", or approved equal, consisting of a fiberglass heavy density sectional pipe insulation with a noncombustible vinyl coated embossed vapor barrier laminate all service jacket secured with a pressure sealing double adhesive lap seal. Vapor seal end joints with joint sealing strips secured with pressure sealing adhesive. Insulate all elbows and fittings with mitered segments of fiberglass pipe insulation or molded insulation covers. Secure insulation to fittings as required and finish with insulating cement, "Fiberglas" reinforcing cloth, and fitting mastic as recommended by the manufacturer.

4. Cellular glass thermal type pipe insulation shall be PITTSBURGH CORNING's "Foamglas" or approved equal with two layers of glass fabric jacket secured with 16 gauge copper wire on 9" centers. Insulate all elbows and fittings with mitered segments of pipe insulation. Vapor seal all seams and joints and cover glass fabric jacket with two heavy coats of LION OIL CO. "Seal-Kote" mastic, or equal, as required for a watertight installation.

D. Refrigerant Liquid and Hot Gas Piping Insulation:

1. Insulate all refrigerant liquid and hot gas piping in the crawl space using 1" thick Armaflex pipe insulation.

2. Insulate refrigerant liquid and hot gas piping outside the building using 1" thick Armaflex pipe insulation.

3. Insulate refrigerant liquid and hot gas piping run in the horizontal and vertical pipe chase using 1" thick Armaflex pipe insulation.

E. Condensate Drain Piping Insulation:

1. Insulate condensate drain piping in the crawl space and Mechanical Room using 1" thick fiberglass.

2. Insulate condensate drain piping within the horizontal and vertical pipe chase using 1/2" thick Armaflex pipe insulation.

PART 3 - EXECUTION

3.01 LABELING OF EQUIPMENT:

A. Label all refrigerant piping in mechanical rooms, above "lay-in" ceilings and all other accessible locations using SETON NAMEPLATE Setmark "Snap-Around" pipe markers, or equals by T&B/WESTLINE PRODUCTS, BRIMAR or BRADY. Pipe markers shall conform to Scheme for Identification of Piping Systems (ANSI A13.1-1956). Each marker shall show the name of the fluid in the pipe and a directional flow arrow, both superimposed on one of the five basic background colors. Pipe markers shall be installed at each service valve, at each mechanical item of equipment, at 15 foot intervals on horizontal runs of piping and at midpoints of risers on vertical piping.

B. All mechanical items of equipment installed under this contract shall be permanently labeled with Bakelite or bronze nameplates for identification purposes. Nameplates shall be securely attached to the respective items of equipment and the numbering sequence of the various items shall correspond with the numbering sequence used on the mechanical drawings. Unit mounted labels for refrigerant containing equipment shall comply with the Standard Fire Prevention Code Chapter 28. Approved manufacturers are SETON NAME PLATE, T&B/WESTLINE PRODUCTS or BRADY.

C. All mechanical items of equipment installed under this contract shall have the area(s) they serve permanently labeled on the unit next to the nameplate provided above.

D. Equipment installed above “lay-in” type ceilings shall have their locations identified with nameplates secured to the ceiling grid bars. Type of nameplates and labeling shall be approved by the Architect.

3.02 AS-BUILT DRAWINGS:

The H&AC Contractor shall maintain on the job site one complete set of the mechanical prints for this project. All changes relating to the locations, configuration, sizes, etc., of piping, ductwork and other mechanical equipment shall be indicated in red pencil on the mechanical prints as the work progresses. The set of “As-Built” prints shall be delivered to the Architect at project close out and no later than 90 days after acceptance of the system.

3.03 ELECTRICAL WORK:

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

1. A source of power as required for each electric motor and for each electrical heating and cooling item of equipment installed under the mechanical contract, including final wiring connections to motor terminals or to terminals in a control panel mounted on each respective unit.
2. Circuit breaker protection as required for each electric motor and for each electrical heating and cooling item of equipment installed under the mechanical contract.
3. Wiring each electric motor and each electrical heating and cooling item of equipment (where applicable) through a magnetic starter or a magnetic contactor furnished by the H&AC Contractor.
4. A 120 volt source of power at a panel box in the hall for control circuits.
5. Wiring each exhaust fan motor through a firestat, wall switch, thermostat and/or a magnetic starter (as applicable) furnished by the H&AC Contractor.

B. Should the H&AC Contractor propose to use any item of mechanical equipment that has different electrical requirements from those specified on the schedules on the drawings or elsewhere, the Contractor shall be responsible for coordinating these changes with the Electrical Contractor, and he shall reimburse the Electrical Contractor for all additional costs necessitated by these changes.

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

D. Consult the electrical drawings to determine the exact extent of electrical work provided for the mechanical equipment. Verify the current characteristics with the

Electrical Contractor before ordering any equipment for this project. Failure to confirm voltage requirements for mechanical equipment with the electrical contractor shall result in the H&AC Contractor bearing any cost associated with changes stemming from incorrect voltages on this project.

E. H&AC Contractor shall furnish and install all other wiring, not covered above, that is necessary for a complete and operating heating and air conditioning system for the building(s), including all control wiring, interlock wiring, conduit, relays, controls, starters, disconnect switches, circuit breakers, control conduit and outlet boxes, wiring of all applicable control items of equipment, and other electrical work as required.

F. All wiring shall be run in galvanized or sherardized rigid electrical conduit or in EMT where allowed under the Electrical section of the specifications, and shall be concealed in finished areas and occupied spaces, unless otherwise approved by the Architect. Wiring shall have Type THW insulation, and shall be No. 12 AWG minimum for power wiring and No. 16 AWG minimum for control wiring. Seal all openings around electrical conduit located in partitions, walls and floors using 3M Brand fire protection products specifically approved for the particular usage and fire rating (where applicable), and installed in strict accordance with the manufacturer's recommendations.

G. All electrical work required under this contract shall comply with the latest edition of the National Electrical Code, and shall meet all local requirements. All electrical equipment shall bear UL labels where applicable.

H. All starters for the mechanical equipment shall be furnished with "Hand-Off-Automatic" devices so that the various items of equipment may be operated manually or automatically as desired. Each starter shall also be furnished with motor overload protection in each electrical power phase to provide full protection for the respective electric motor.

3.04 HVAC CONTROLS:

A. Furnish and install a complete system of web based Metasys DDC controls as manufactured by JOHNSON CONTROLS for all new mechanical equipment installed under this contract as specified below. No exceptions for using an alternative controls contractor will be allowed. All new controls shall tie into the campus wide energy management system.

B. Sequence of Operations:

1. Ductless VRV Heat Pump System:

Integral return air temperature sensors furnished by the ductless VRV heat pump unit manufacturer shall maintain the desired temperature in the zone during day and night operation by controlling in sequence one stage or two stages of heating and one stage of cooling as applicable for particular system. Provide control wiring as required for the return air temperature sensor, outdoor heat pump unit, and other heating and cooling control circuits as applicable. User access to temperatures setpoints shall be through the web based JCI controls system.

2. Fans:

The dishwasher exhaust fan shall be controlled from the integral hood mounted fan switch.

3. Electric Heaters:

Electric wall heaters shall be controlled manually by their integral unit mounted heating thermostats.

C. General:

1. Five (5) copies of complete submittal data including equipment specifications, control wiring diagrams, schematic or ladder diagrams, internal connections, and sequences of operation shall be furnished to the Architect for approval before the control installation is begun.

2. All control wiring required for this installation is included in this contract, and shall be color-coded and run in conduit. Conduit, wiring sizes, and type of insulation shall be in accordance with paragraph entitled "Electrical Work", and shall conform to the latest National Electrical Code. All control equipment shall bear UL labels where applicable. Control circuits shall be run from the control panels to all controls as required, and each control circuit shall be protected by a circuit breaker of the proper size.

3. Install all control devices 4' - 0" above finished floors as set forth in ADA requirements. All room thermostats shall have thermometers, set point adjusters calibrated in degrees Fahrenheit, tamper-proof features, and adjustable dead bands between the heating and cooling cycles where applicable.

4. The Control Contractor shall be a licensed authorized franchised dealer for the control manufacturer whose controls he proposes to use on this project.

5. Control installation shall be made by trained mechanics in the regular employ of the Control Contractor.

6. The Control Contractor shall install, adjust, calibrate, and place in satisfactory operation the entire control system furnished by him. Label all items of control equipment with bakelite nameplates.

7. "As-Built" control drawings shall be included in the Operation and Maintenance Manuals, and shall also be framed under glass and posted where directed by the Architect and/or the Owner.

3.05 REMOVAL OF EXISTING MECHANICAL EQUIPMENT:

A. The H&AC Contractor shall remove all existing mechanical equipment and materials located within the building that are not to remain in place under this contract as indicated on the drawings and as applicable. Equipment and materials to be removed from the building shall include roof top exhaust fans, ductwork, controls, and other associated

equipment and materials as indicated on the drawings, as applicable, and as required. Drain water from any piping not removed that may be subjected to freezing. Cap all piping that is to remain in place as required, capping piping above ceilings, below floors, and in equipment spaces as applicable.

B. The contractor shall deliver to the Owner in re-usable condition any mechanical equipment and materials removed that the Owner wants. These items shall be delivered to sites on campus as designated by the Owner. Any equipment and materials that the Owner does not want shall be promptly removed from the premises by the Contractor.

C. Schedule all work with the Owner well in advance so as not to interfere with the normal operation of the existing building.

D. The contractor is urged to visit the job site prior to submitting a bid for this work, in order to familiarize himself with the existing mechanical equipment to be removed, and to verify all existing conditions that are related to this contract.

3.06 PERFORMANCE TESTS:

A. Testing and balancing of the air systems shall be done by an independent test and balance agency as specified in a subsequent paragraph.

B. The contractor shall furnish competent personnel and necessary testing instruments and equipment to check, test, operate and balance the mechanical systems as installed. Tests shall be of sufficient duration to prove adequacy and satisfactory performance of all items of equipment.

C. Clean all equipment and nameplates, and lubricate all motors and bearings as required.

D. The H&AC contractor shall provide temporary air filters in all equipment upon initial start-up. These filters shall be replaced or cleaned regularly for as long as the equipment is in operation. One clean set of air filters furnished by the various equipment manufacturers shall be installed inside the respective mechanical items of equipment just prior to final inspection, and all extra sets of air filters shall be delivered to the Owner prior to final acceptance of the project.

E. Have the Control Contractor adjust and set all thermostats and other control items of equipment as required, and submit to the Engineer record copies of the Control Contractor's certification that all specified control items of equipment have been installed, calibrated, programmed and are operating properly.

F. Furnish to the Engineer record copies of all factory start-up service reports.

G. Adjust and set with instruments the specified air quantity at each register, grille and diffuser in the building as applicable and as required to maintain relatively uniform space temperatures throughout the areas of each zone. Record data and submit copies of test and balance reports to the Architect for review.

H. Adjust and set with instruments the specified air quantity at each exhaust grille and exhaust fan. Record data and submit copies of test and balance reports to the Architect for review.

I. Check all safety relief valves, high limit and low limit controls, freeze protection controls, low water cut-offs, electronic relays and all other safety devices to determine if they are functioning properly.

3.07 TRAINING OWNER'S PERSONNEL:

A. The contractor shall furnish the services of a competent engineer or mechanic to thoroughly train and instruct the Owner's personnel in the proper operation and maintenance of all mechanical items of equipment installed under this contract.

B. The contractor shall obtain and deliver to the Engineer copies of the following statement signed by the Owner's maintenance Superintendent or his authorized representative:

"This is to certify that our personnel have been thoroughly trained and instructed in the proper operating and maintenance procedures for all mechanical equipment installed under this contract for the new buildings."

Signed: _____

Title: _____

Date: _____

3.08 TESTING AND BALANCING OF MECHANICAL SYSTEMS:

A. The H&AC Contractor shall employ the services of a licensed independent Testing and Balancing Agency, which is NEBB or AABC certified, to do all testing and balancing of the air systems installed under this contract as specified below and as required. Test and Balance procedures shall comply with ASHRAE Standard 111. Testing and Balancing Agency shall be Carolina Air and Water Balancing Co., Hall Technologies, Palmetto Air and Water Balancing Co., Hilton Services or approved equal.

B. Work to be performed by the Testing and Balancing Agency shall include but is not necessarily limited to the following items:

1. Adjust and record the supply air quantities for each ductless air handler.
2. Adjust and record the exhaust air quantity and the static pressure for each exhaust fan.
3. Record the entering and leaving air temperatures for each ductless air handler. Record these temperatures for each system in both the heating and cooling cycle.

C. Testing and balancing report for each mechanical unit shall include the equipment manufacturer, model number, serial number, nameplate amperage and actual running amperage for each motor, design and actual air quantities, temperatures and static pressures as listed above, spaces served by the mechanical unit and other pertinent data as applicable.

D. Submit record copies of all testing and balancing reports for the air systems to the Architect. Copies of these reports shall also be included in the Operation and Maintenance Manuals.

3.09 OPERATION AND MAINTENANCE MANUALS:

A. The contractor shall furnish the Owner through the Architect two complete sets of Operation and Maintenance Manuals containing the following data neatly compiled and indexed in hard cover 3-ring binders:

1. Submittal data, specification sheets and/or descriptive literature on all equipment and materials installed under this contract indicating equipment size and select options.
2. Operating and maintenance instructions for all mechanical items of equipment installed under this contract. Compile manufacturer's information into a weekly/monthly/yearly maintenance and lubrication schedule for all mechanical equipment. Include information such as bearing type, lubrication type, belt sizes, filter sizes, etc. and safety precautions where applicable.
3. Name, address and telephone number of supplier for each mechanical item of equipment.
4. Name, address and telephone number of persons to contact for service on mechanical equipment.
5. Manufacturers' written warranties for all applicable mechanical items of equipment.
6. Controls system maintenance and calibration information, including wiring diagrams, schematics and sequence of operations with field setpoints and a narrative of how each system is intended to operate.
7. Control Contractor's certificate.
8. Start-up service reports.
9. Test and balance reports.

3.10 GUARANTEES:

A. Unless otherwise specified above, the H&AC Contractor shall guarantee that all equipment, materials and workmanship covered by this contract shall be free from defects of any nature for a period of one year from the date of acceptance of the

installation by the Architect. He shall guarantee that all equipment and materials as installed by him meet specified capacities, ratings and quality standards.

B. The contractor shall service all equipment installed by him under this contract for a like period of one year.

C. The contractor shall guarantee the mechanical system as installed by him to operate quietly, safely and efficiently.

END OF SECTION