



South Tower Mechanical Renovations

Specifications

March 15, 2012

State Project No. H27-6082-NA

Engineer's Project No. 11360

Architect's Project No. 290.11

Swygert & Associates

CONSULTING ENGINEERS

P. O. Box 11686
1315 State Street

803.791.9300 p / 803.791.0830 f
Columbia, SC 29211
Cayce, SC 29033

GARVINDESIGN**GROUP**

architecture interiors planning

1209 Lincoln Street
P.O. Box 18
Columbia, SC 29202

803.212.1032 p / 803.212.1074 f



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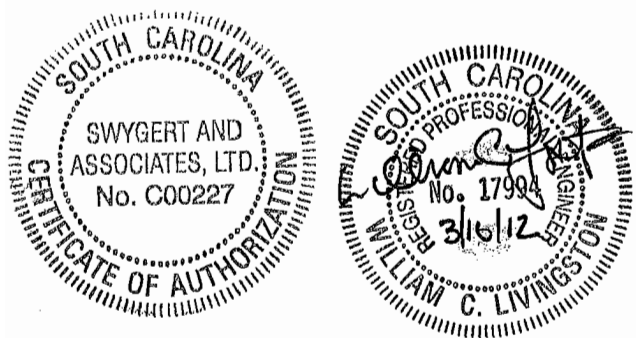
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PROJECT DIRECTORY

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

ENGINEER OF RECORD
Swygert & Associates
1315 State Street
Cayce, SC 29033
P.O. Box 11686
Columbia, SC 29211
(803)791-9300 FAX (803)791-0830

PROJECT CONSULTANTS

ARCHITECT
Garvin Design Group, Inc.
1209 Lincoln Street (29201)
P.O. Box 18
Columbia, SC 29202
(803)212-1032 FAX (803)212-1074

STRUCTURAL ENGINEER
Johnson & King Engineers
1223 Elmwood Avenue
Columbia, SC 29201
(803)779-8830 FAX (803)779-8831

ELECTRICAL ENGINEER
Belka Engineering Associates
7 Clusters Court
Suite 201
Columbia, SC 29210
(803)731-0650 FAX (803)731-2880

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SE-310
REQUEST FOR ADVERTISEMENT

PROJECT NAME: South Tower Mechanical Renovations

PROJECT NUMBER: H27-6082-NA

PROJECT LOCATION: Columbia, South Carolina

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: \$5,000,000.00 - \$6,000,000.00

DESCRIPTION OF PROJECT: Mechanical renovations to an existing multi-story residence hall including asbestos abatement, roofing demolition and installation of new roofing, removal of existing hvac equipment/ductwork/piping, installation of new hvac equipment/ductwork/piping, electrical, fire alarm, fire sprinkler, and interior finishes work. The Contractor shall provide to the Owner, within 24 hours from receipt of Bids, a letter from the Surety of any Subcontractor, whose scope of work is over \$500,000.00, verifying his ability to obtain Performance and Payment Bonds payable to the Contractor in an amount equal to 100% of the Subcontractor's bid price. Special Standards of Responsibility are required to be met by the Bidders. Small and minority business participation is encouraged. The only site visit available to the Bidders will be held directly after the Pre-Bid Conference.

A/E NAME: Swygert & Associates

A/E CONTACT: Bill Livingston

A/E ADDRESS: Street/PO Box: 1315 State Street

City: Cayce

State: SC ZIP: 29033-

EMAIL: Bill@swygert-associates.com

TELEPHONE: 803-791-9300

FAX: 803-791-0830

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

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: Swygert & Associates

PLAN DEPOSIT AMOUNT: \$100.00 **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):*

<http://purchasing.sc.edu>

AGC: On-line

Dodge: On-line

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

DATE: 3/26/2012 **TIME:** 3:00 PM **PLACE:** 743 Greene Street, Columbia, SC 29208 - Conference Room 53

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Michelle Adams, Procurement Manager.

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC ZIP: 29208-

EMAIL: mdadams@fmc.sc.edu

TELEPHONE: 803-777-0981

FAX: 803-777-7334

BID CLOSING DATE: 4/11/12 **TIME:** 2:00 PM **LOCATION:** 743 Greene Street, Columbia, SC 29208 - Conf. Room 53

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Michelle Adams

USC Facilities Management Center

743 Greene Street

Columbia, SC 29208

MAIL SERVICE:

Attn: Michelle Adams

USC Facilities Management 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: _____

A701
Instructions to Bidders
(1997 Edition)

Original AIA Document on file at the office
of Garvin Design Group
1209 Lincoln Street, Columbia, SC 29202

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

OWNER: University of South Carolina
PROJECT NUMBER: H27-6082-NA
PROJECT NAME: South Tower Mechanical Renovations
PROJECT LOCATION: Columbia, SC

PROCUREMENT OFFICER: Michelle Adams

1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

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

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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 may be used for both Alternates and Base Bid Work if Alternates are accepted.

2.22. Delete Section 4.1.6 and substitute the following:

4.1.6 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to list only the subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

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

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-Attorney with the bid bond.

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

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

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

2.37. *Insert the following Section 6.4*

6.4 CLARIFICATION

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

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

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

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

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

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****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: Reception Area

Building Where Posted: Facilities Planning and Construction

Address of Building: 743 Greene Street, Columbia, South Carolina 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@mno.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

The Contractor shall provide to the Owner, within 24 hours from receipt of Bids, a letter from the Surety of any Subcontractor, whose scope of work is over \$500,000.00, verifying his ability to obtain Performance and Payment Bonds payable to the Contractor in an amount equal to 100% of the Subcontractor's bid price. Special Standards of Responsibility are required to be met by the Heating, Air-Conditioning, and Asbestos Abatement Subcontractors. See Specification Section 230010 for Special Standards of Responsibility for Heating and Air-Conditioning Subcontractor. See Specification Section 02080 for Special Standards of Responsibility for Asbestos Abatement Subcontractor. Low Bidder must submit proof of meeting these Special Standards of Responsibility to Owner within 48 hours from receipt of Bids.

END OF DOCUMENT

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

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

Blank

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Contractor as Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)

Init.

/

**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** South Tower Mechanical Renovations
PROJECT NUMBER H27-6082-NA

OFFER

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

§ 2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

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

(Bidder check one)

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

ADDENDUM No: _____

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

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

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Mechanical renovations including asbestos abatement, roofing demolition and installation of new roofing, removal of existing hvac equipment/ductwork/piping, installation of new hvac equipment/ductwork/piping, and electrical, fire alarm, fire sprinkler, and interior finishes work,

_____ 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*): Provide and install new LED lighting fixtures in student resident rooms as indicated on the electrical lighting fixture schedule.

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*): N/A

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*): N/A

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		
Air-Conditioning		
Electrical		
ALTERNATE 1		
Electrical		
ALTERNATE 2		
N/A	N/A	N/A
ALTERNATE 3		
N/A	N/A	N/A

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 Phase-A Work: Floors 18 through 09 by July 09, 2012. Bidder agrees to substantially complete the Phase-A Work: Floors 08 through Basement by July 16, 2012. Bidder agrees to substantially complete the Phase-B Work: Floors 18 through 09 by July 08, 2013. The Bidder agrees to substantially complete the Phase-B Work: Floors 08 through Basement by July 15, 2013, 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 \$500.00 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: _____

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

Original AIA Document on file at the office
of Garvin Design Group
1209 Lincoln Street, Columbia, SC 29202

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

OWNER: University of South Carolina

PROJECT NUMBER: H27-6082-NA

PROJECT NAME: South Tower Mechanical 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 3.2 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Tom Opal

Title: Senior Project Manager

Address: 743 Greene Street, Columbia, SC, 29208

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

Email: TNOPAL@fmc.sc.edu

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

Name: Peter Fisher

Title: Project Manager

Address: 743 Greene Street, Columbia, SC, 29208

Telephone: 803-777-9346 **FAX:** 803-777-8739

Email: PFISHER@fmc.sc.edu

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

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

Name: _____

Title: _____

Address: _____

Telephone: _____ **FAX:** _____

Email: _____

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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: Bill Livingston
Title: Engineer, Swygert & Associates
Address: 1315 State Street, Cayce, SC, 29033
Telephone: 803-791-9300 FAX: 803-791-0830
Email: Bill@swygert-associates.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

A201
General Conditions of the
Contract for Construction
(2007 Edition)

Original AIA Document on file at the office
of Garvin Design Group
1209 Lincoln Street, Columbia, SC 29202

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina

PROJECT NUMBER: H27-6082-NA

PROJECT NAME: South Tower Mechanical 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.

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3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

3.10.3 Additional requirements, if any, for the constructions schedule are as follows:
(Check box if applicable to this Contract))

The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit "A." If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The 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."*

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3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

3.35 *In Section 4.2.5, after the words "evaluations of the" and before the word "Contractor's," insert the following:*

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

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

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1 The change in the Work;

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

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

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

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

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

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

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

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

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

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

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

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

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

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

§ 7.6.3 Records Retention.

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

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3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

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

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

3.59 Delete Section 9.3.1 and substitute the following:

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

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

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

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

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

3.75 Delete Section 10.3.1 and substitute the following:

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

3.76 Insert the following at the end of Section 10.3.2:

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

3.77 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

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

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

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

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

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

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

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

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

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

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

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

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

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

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

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

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3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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

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

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

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

3.113 *In Section 14.1.4, replace the word "repeatedly" with the word "persistently."***3.114** *Delete Section 14.2.1 and substitute the following:*

14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

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

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

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

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

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

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

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

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)

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

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

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

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

Remarks: All inspections provided by Owner.

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16.1.1 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

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

NONE

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

See Division 01 Sections

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 Division 01 Sections

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 Division 01 Sections

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

See Division 01 Sections

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

USC Supplemental General Conditions for Construction Projects.

USC SUPPLEMENTAL GENERAL CONDITIONS
FOR CONSTRUCTION PROJECTS

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

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

matting structurally functional.

18. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.
19. Orange safety fence to be provided by the contractor. (USC Arborist, Kevin Curtis may be contacted at 777-0033 or 315-0319)

Campus Vehicle Expectations

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

Performance Bond

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

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

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

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

State Project Name: South Tower Mechanical Renovations
State Project Number: H27-6082-NA
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Mechanical renovations to South Tower.

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

Name: Swygert & Associates
Address: 1315 State Street
Cayce, SC 29033

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**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, 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

Project Name: South Tower Mechanical Renovations

Project Number: H27-6082-NA

Brief Description of Awarded Work, as found on the SE-330, Bid Form: Mechanical renovations to South Tower.

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

Name: Swygert & Associates

Address: 1315 State Street

Cayce, SC 29033

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

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

DATED this _____ day of _____, 20____ 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.

Project Name: South Tower Mechanical Renovations
Project Number: H27-6082-NA

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

*By _____

Title _____

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

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

_____ State

My commission expires _____

SECTION 010000 – 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 Sections, 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. Invitation for Construction Bids – Refer to SE-310 (2011 Edition).
2. Instructions to Bidders – Refer to AIA Document A701, 1997 Edition for Instructions to Bidders that apply to this project, and Article 00201-OSE – Standard Supplemental Instructions to Bidders (2011 Edition).
3. Standard Form of Agreement between Owner and Contractor – Refer to AIA Document A101, 2007 Edition for the terms and conditions of the contract for this project and Article 00501-OSE, Standard Modifications to AIA A101 (2011 Edition).
4. General Conditions of the Contract for Construction – Refer to AIA Document A201, 2007 Edition.
5. Standard Supplementary Conditions - Article 00811-OSE (2011 Edition).
6. USC Supplemental General Conditions for Construction Projects, dated July 15, 2011.

1.3 ADDITIONAL PERFORMANCE AND MATERIAL BONDS

- A. The Contractor shall provide to the Owner, within 24 hours from receipt of Bids, a letter from the Surety of any Subcontractor, whose scope of work is over \$500,000.00, verifying his ability to obtain Performance and Payment Bonds payable to the Contractor in an amount equal to 100% of the Subcontractor's bid price.

1.4 SPECIAL STANDARDS OF RESPONSIBILITY

- A. Special Standards of Responsibility are required to be met by the Heating, Air-Conditioning, and Asbestos Abatement Subcontractors. See Specification Section 230010 for Special Standards of Responsibility for Heating and Air-Conditioning Subcontractor. See Specification 02080 for Special Standards of Responsibility for Asbestos Abatement Subcontractor. Low Bidder must submit proof of meeting these Special Standard of Responsibility to Owner within 48 hours from receipt of Bids.

1.5 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 this Contract as follows:
1. The Contractor shall commence work on Phase-A Work on the Date of Commencement, May 07, 2012. Substantial Completion for Floors 18 through 09 must be reached by July 09, 2012. Substantial Completion for Floors 08 through Basement must be reached by July 16, 2012. Final Completion for Phase-A Work must be reached by July 31, 2012.
 2. The Contractor shall commence work on Phase-B Work on the Date of Commencement, May 06, 2013. Substantial Completion for Floors 18 through 09 must be reached by July 08, 2013. Substantial Completion for Floors 08 through Basement must be reached by July 15, 2013. Final Completion for Phase-B Work must be reached by July 31, 2013.

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 Applications 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 01 Sections for schedule and submittal requirements.

1.6 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 except for fees/permits associated with Asbestos Abatement.
- B. The Contractors and Subcontractors must obtain and possess any and all business licenses required by the local authorities having jurisdiction over the project.
- C. The Contractors and Subcontractors must meet any local or State licensing requirements regarding demolition or disposal of materials, including asbestos materials.

1.7 CHANGE PROPOSALS

- A. All proposals related to changes in the work must be detailed for the Owner and Engineer 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.

1.8 ASBESTOS ABATEMENT

- A. A copy of Section 02080 - Asbestos Abatement as prepared by F&ME Consultants for this project and dated 02/23/12 is included as an attachment to this Section. This information is for the Bidder's use.

1.9 ASBESTOS AND LEAD-BASED PAINT SURVEYS

- A. A copy of the Asbestos Survey for this project is included as an attachment to this Section. The information is for the Bidder's use and is entitled Asbestos Containing Materials Investigation Report – South Tower Residence Hall, Columbia, South Carolina 29201 and dated January 27, 2012 as prepared by F&ME Consultants. The Work of this project includes the removal and disposal of asbestos containing materials as described in the Asbestos Survey from the building and project site.
- B. A copy of the Lead-Based Paint Survey for this project is included as an attachment to this Section. The information is for the Bidder's use and is entitled Lead-Based Paint Investigation Report – USC South Tower Residence Hall, Columbia, South Carolina 29201 and dated January 27, 2012 as prepared by F&ME Consultants. The Work of this project includes the removal and disposal of materials containing lead-based paint and/or coatings as described in the Asbestos Survey from the building and project site.

1.10 PROTECTION OF EXISTING ELEVATORS

- A. The Contractor shall, before commencement of any demolition work, provide protective coverings for cab walls and cab flooring in the three (3) existing elevators. The protective coverings shall remain in place during the entire construction duration for each phase of work. Contractor shall inspect protective coverings on a weekly basis and replace any deteriorated or damaged coverings as required to maintain an effective protective covering. The Contractor shall also install protective coverings at the door jambs and headers at the three (3) elevator openings at each landing.
- B. The Contractor shall videotape the existing conditions of the three (3) elevators prior to installing the protective coverings at the beginning of each phase of work. Any costs associated with repairs or replacement of finishes due to damage to the elevators incurred during the construction of each phase of work shall be bourn by the Contractor.
- C. The Owner shall have full use of one (1) elevator for his cleaning/maintenance purposes beginning July 01, 2012 and lasting until date of Final Completion for Phase A. The Owner shall have full use of one (1) elevator for his cleaning/maintenance purposes beginning July 01, 2013 and lasting until date of Final Completion for Phase B.

1.11 NOTIFICATION

- A. In case of emergency, notify Peter Fisher, USC Campus Planning & Construction, Project Manager for this project, at 777-9346 or USC Safety Department at 777-5269.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010000

SECTION 02080

ASBESTOS ABATEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, abatement design drawings AB1.1 through AB1.4 and the Asbestos Investigation report prepared by F&ME Consultants, dated February 23, 2012, located in the appendix of these specifications.

1.2 ASBESTOS ABATEMENT CONTRACTOR QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY:

- A. Asbestos Abatement Contractor's Qualifications:
 - 1. A qualified firm that has not less than five (5) years experience in the removal and proper disposal of asbestos-containing materials (ACM).
 - 2. A qualified firm that has successfully completed the asbestos abatement on a minimum of three (3) projects over a period of six (6) years and where the scope of asbestos abatement work was over \$500,000.00.

1.3 SCOPE OF WORK – SUMMARY

- A. The scope of work for the asbestos abatement generally includes the removal and proper disposal of asbestos-containing materials (ACM) within the limits of the abatement area as indicated on the provided drawings and referenced in these specifications. Contractor is to be aware that abatement work associated with this project will be phased over two (2) summers. Phase A is to be completed during the summer of 2012 and will include abatement work in the ground floor, first floor, and the central core areas of floors 2 through 18. Phase A will also include complete removal of the existing rolled shingle roof and associated flashing and mastics down to the original concrete deck. Phase B is to be completed during the summer of 2013 and will include abatement work in the dormitory rooms on floors 2 through 18. Abatement Contractor (Contractor) will be required to coordinate with the General Contractor (GC) regarding all abatement activities associated with the project included herein. Contractor and GC shall coordinate general demolition activities that will not impact ACM within the building with those that will either require or potentially impact ACM.
- B. Prior to commencement of abatement activities, Contractor shall submit required documents as outlined in Section 1.16 herein.
- C. Contractor shall remove ACM utilizing work practices outlined by the USEPA's and the SCDHEC's regulations.
- D. The Contractor shall refer to abatement plans for locations and limits of abatement activities.
- E. The Contractor shall take into account emergency ingress and egress when completing his or her abatement work plan. The main stairwell shall be accessible from the top to the bottom of the South Tower throughout the duration of both phases of the abatement operations.
- F. Contractor is to perform all penetrations and attachments to existing drywall throughout the building. Contractor is to coordinate locations with the GC to ensure all penetrations and attachments to the existing drywall are only performed as part of the asbestos abatement and only by personnel trained and certified to work with ACM.
- G. Suspended ceilings throughout the all areas of the Phase A abatement operations shall be removed to accommodate abatement work tasks. Suspended ceilings in corridors of the typical repeating

dormitory floors 2 through 17 shall be removed while under containment and disposed of as ACM. However, the ground floor, first floor and 18th floor suspended ceilings can be removed as a non-ACM during general demolition activities. Existing perimeter tracking shall be maintained and left in place during the abatement operations. In areas requiring friable abatement as well as general demolition of existing suspended ceilings the Contractor shall cover and protect perimeter tracking for re-use during put back operations. Contractor shall be responsible for all repairs to drywall, reinstallation of perimeter tracking and replacement costs if tracking is damaged.

- H. Contractor shall ensure that all existing data, smoke/fire alarm systems, telephone, electrical, CCTV, access control lines and fire suppression lines located above suspended ceilings are maintained intact and protected from abatement operations. Costs for repairs associated with damage incurred during abatement, demolition and put-back operations will be at the Contractors and/or the GC's expense.
- I. Contractor shall note that the main mechanical chases on all floors of the building are contaminated with friable ACM and will be abated during the Phase I abatement operations.
- J. In the event of a fiber release (airborne or amended water), Contractor will follow procedures as outlined in Section 3.2, part A of these specifications.
- K. Quantities referred to in the attached ACM report prepared by F&ME are for informational purposes only and not for bidding estimates. The Contractor shall be responsible for verification of quantities listed in paragraph 1.2.L. at the completion of the abatement process. The cost of abatement based on the quantities listed in paragraph 1.2.L. will be adjusted using the unit prices submitted by the Contractor. Refer to Section 012200-Unit Prices for unit price requirements.
- L. Estimated quantities of asbestos-containing materials (ACM) to be removed and/or impacted and associated work tasks during the Phase A and Phase B abatement operations shall include the following:
 - a. Black mastic on fiberglass pipe insulation (15,000 LF Est.)
 - b. Mechanical chases friable abatement (19 Chases)
(See Section M. Phase A Abatement Activities 2012 below for chase abatement requirements)
 - c. Black duct mastic on seams of fiberboard duct insulation on metal ductwork (4,200 SF Est.)
(See Section M. Phase A Abatement Activities 2012 below for chase abatement requirements)
 - d. Thermal systems insulation (TSI) mudded elbows and joints on mechanical system piping and plumbing lines (2,100 Each Est.)
 - e. TSI pipe wrap on fiberglass pipe insulation (1,800 LF Est.)
 - f. Drywall and associated joint compound (3,200 SF Est.)
 - 12"x 12" wall penetrations, (34 Locations)
 - 20"x 10" wall penetrations (153 Locations)
 - 18"x 5" wall penetrations (102 Locations)
 - Chase wall removal (2,500 SF Est.)
 - g. Spray applied textured ceiling surfacing material and associated overspray
 - Corridor ceilings (9,600 SF)
 - Localized scraping dorm rooms (1 SF Each x 4,700 Locations)
 - Overspray miscellaneous surfaces (1,500 SF Est.)
 - h. TSI gray mud at floor penetrations found in chases (150 Penetrations Est.)
 - i. Floor tile and associated mastics (8,500 SF Est.)

- j. Black floor tile mastic removal under carpet (9,600 SF Est.)
- k. Original fan coil unit removal (238 Units)
- l. Existing metal soffit removal (204 Each)
- m. Caulking associated with fan coil units (2,400 LF Est.)
- n. Sheet vinyl flooring (2,600 SF Est.)
- o. Valve and flange connection gasket material (Unknown)

M. PHASE A ABATEMENT ACTIVITIES, 2012

The following is a summary of the scope of abatement activities required during the Phase A abatement operations to be performed during the summer of 2012. More detailed information regarding materials, execution, etc. are provided in other sections herein and abatement plans AB1.1 through AB1.4.

Main Chases, All Floors:

All of the main chases throughout the building to be abated will require full containment. In order to prevent recontamination of the space and to establish negative pressure, a permanent vertical barrier must be installed between the chases and the area above the plaster ceilings in the bathrooms on repeating dormitory floors 2 through 18. Refer to Section 2.2 for barrier wall materials specifications and Section 3.1 for labeling requirements. Furthermore, all vertical and horizontal surfaces to included piping, metal ductwork, concrete floors and decking above and masonry walls throughout these chases shall be thoroughly cleaned of residual asbestos contamination, debris, and overspray from the original asbestos-containing spray applied textured ceiling material found throughout the building.

The Contractor shall remove the following materials from all chases on all floors of the South Tower, excluding the sub-basement:

1. All ACM and non-ACM pipe insulation shall be removed and disposed of as ACM.
2. Gray Mud/Fire Stop at Floor and Ceiling Penetrations – Penetrations at the floor and ceilings within the main mechanical chase are sealed with a gray mud/fire stop. This material is damaged and friable. Contractor shall inventory and inspect all penetrations in each chase to ensure all mud is removed. Abatement operations will require simultaneous containment of two (2) consecutive chases (at minimum) above and below the penetrations to contain and control fiber release and prevent escape of amended water/surfactants to areas within the building that are not contained. Contractor shall remove all mud and non-ACM materials at floor and ceiling penetrations throughout the chase and dispose of it as ACM.
3. TSI, Mudded Elbows and Joints on Mechanical Piping – Mechanical piping associated with domestic hot and cold water lines and drain lines for the existing fan coil system is insulated with rigid fiberglass pipe insulation on the main pipe runs throughout the building. Elbows and joints are mudded with asbestos-containing pipe insulation. Contractor shall remove all mudded elbows and joints found on mechanical and plumbing lines throughout chases and dispose of them as ACM.
4. TSI, Black Mastic on Joints of Pipe Insulation – Original mechanical lines found throughout the building are insulated with fiberglass and cellular foam glass. Seams at elbows and joints are sealed and coated with asbestos-containing black mastic. Contractor shall remove all black mastic and associated fiberglass and cellular foam glass pipe insulation found on mechanical and plumbing lines and dispose of as ACM.

Ground floor & First Floors:

Contractor shall note that piping associated with the original two-pipe fan coil system found in the ground floor area was abandoned in place during a previous renovation project. All original piping associated with the original two pipe system connected to the underside of the first floor concrete decking feeds original fan coils around the perimeter of the first floor. This piping and associated TSI (i.e. pipe mastic, mudded joints), both ACM and non-ACM, are to be removed in its entirety during the Phase A abatement operations. Contractor and GC shall coordinate abatement and general non-abatement demolition operations to ensure that only the lines intended for removal as part of this project are removed.

The following materials shall be removed from the ground floor and first floor areas of the South Tower by the Contractor:

1. TSI, Black Mastic on Joints of Pipe Insulation – Contractor shall remove all black mastic and associated fiberglass and cellular foam glass pipe insulation found on mechanical and plumbing lines in exposed areas, above suspended ceilings and located in mechanical chases throughout the areas designated for abatement on the ground floor and first floor. Both ACM and non-ACM TSI shall be disposed of as ACM.
2. Black Mastic on HVAC Fiber Board Insulation – Metal ductwork associated with the original HVAC system found within the building structure was insulated on the exterior with a non-asbestos fiber board. Seams of this insulation were sealed with asbestos-containing black mastic. This material is found throughout the first floor and ground floor and closed chases of the building. This material will also be found hidden within closed chases of the building that will need to be access during the Phase A abatement operations. Contractor is to coordinate with the GC regarding removal of walls; both ACM and non-ACM, to ensure all ductwork and associated insulation is removed. Contractor shall remove all black mastic, associated fiberboard, and metal ductwork throughout the ground floor, first floor and closed chases and dispose of it as ACM.
3. TSI, Mudded Elbows and Joints on Mechanical Piping – Contractor shall remove all mudded elbows and joints and the associated fiberglass pipe insulation found on mechanical and plumbing lines throughout the areas designated for abatement on the ground floor and first floor and dispose of them as ACM.
4. TSI, Pipe Wrap on Fiberglass Pipe Insulation on Mechanical Piping – The outer skin/wrap on fiberglass insulated pipe runs associated with the domestic hot and cold water lines and drain lines of the existing fan coil system noted above is adhered to the fiberglass with asbestos-containing black mastic. Contractor shall remove all fiberglass pipe insulation found on mechanical and plumbing lines throughout the areas designated for abatement on the ground floor and first floor and dispose of it as ACM.
5. 9” x 9” Floor Tile and Associated Mastic – Contractor shall remove 9” x 9” floor tiles and associated mastic found in the ground floor corridors and dispose of them as ACM. Contractor shall ensure that all residual black mastic found in corners and adjacent to baseboards and cabinetry is completely removed to the satisfaction of the Owner’s representative.

Floors 2 through 18:

Contractor shall note that joint compound associated with drywall throughout the building is asbestos-containing. Contractor and GC shall coordinate abatement of drywall as required to accommodate the mechanical renovations. Refer to mechanical and demolition drawings for more information. All demolition activities associated with drywall shall be performed by the Contractor.

1. Spray Applied Textured Ceiling Material – Contractor shall remove textured ceiling material throughout the corridors of floors 2 through 17. Contractor shall remove texturing in a

manner that does not cause damage to existing facilities (i.e. data, telephone and conduits). Texturing is to be removed up to and above these items. If textured ceiling material is to be left in inaccessible areas (i.e. above communications tracking), Contractor shall utilize a spray encapsulant to seal these materials in place.

2. TSI, Black Mastic on Joints of Pipe Insulation – Contractor shall remove all black mastic and associated fiberglass pipe insulation found on mechanical and plumbing lines located above suspended ceilings throughout the areas designated for abatement on floors 2 through 18. These materials are to be disposed of as ACM.
3. TSI, Mudded Elbows and Joints on Mechanical Piping – Contractor shall remove all mudded elbows and joints and the associated fiberglass pipe insulation found on mechanical and plumbing lines throughout the areas designated for abatement on floors 2 through 18 and dispose of them as ACM.
4. Drywall and Joint Compound – Contractor shall coordinate with the GC and cut penetrations on one side of drywall around the perimeter walls of the corridors adjacent to the dormitory rooms. These penetrations are to prepare for pipe connections associated with the new fan coils to be installed during the summer of 2013 following the Phase B abatement operations. Contractor shall only penetrate the corridor side of the drywall and shall ensure that these penetrations do not pass through the drywall on the dormitory side of the wall. Contractor shall be responsible for all costs associated with clean-up of asbestos contamination, repairs and finish work to drywall resulting from penetrating beyond the first drywall layer into the dormitory rooms. Contractor shall ensure that the wall cavity is not left open at the completion of this task.
5. Black Floor Tile Mastic Under Non-ACM Flooring – Review of original construction documents indicate that vinyl asbestos floor tiles (VAT) were utilized throughout the corridors and dormitory rooms of the typical repeating dormitory floors 2 through 18. Past renovations have removed these floor tiles within the corridors of these floors and they have been replaced with non-ACM floor tiles and/or carpet. However, the ACM inspection revealed residual black floor tile mastic located under these materials on all of the typical repeating dormitory floor corridors. Therefore, all carpet and floor tiles and associated mastics and adhesives throughout the corridors of floors 2 through 18 shall be removed and disposed of as ACM.
6. Vinyl Base and Associated Adhesives (ground floor) – Contractor may remove vinyl base found in the ground floor corridor as non-ACM in a manner that does not disturb underlying asbestos-containing/ contaminated drywall and joint compound. Vinyl base shall be disposed of as ACM.

Roof:

Contractor shall remove all components of the existing roof system to include rolled shingle roofing, flashing and mastics. All of these materials will be removed and disposed of as ACM.

N. PHASE B ABATEMENT ACTIVITIES, 2013

The following is a summary of the scope of abatement activities required during the Phase B abatement operations to be performed during the summer of 2013. More detailed information regarding materials, execution, etc. are provided in other sections herein and abatement plans AB1.1 through AB1.4.

Dormitory Rooms Floors 2 through 18:

1. Spray Applied Textured Ceiling Material (dormitory rooms) – Contractor shall coordinate with the GC removal of textured ceiling material at locations laid out and designated by the GC associated with the installation of bracketing mechanisms for proposed piping, fan coils

and new metal soffits to be located in all dormitory rooms on typical repeating floors 2 through 18.

Contractor shall remove all textured ceiling material up to the concrete decking above in the Community Room (FL#13) on all typical repeating dormitory floors 2 through 18 and dispose of as ACM.

2. Sheet Vinyl Flooring and Associated Adhesives (Community Room) – Contractor shall remove while under containment sheet vinyl flooring as well as underlying 9” x 9” floor tiles and associated mastic found in the Community Room (FL#13) on all typical repeating dormitory floors 2 through 18 and dispose of them as ACM.
3. Vinyl Base and Associated Adhesives (Community Room) – Contractor shall remove while under containment vinyl base and associated adhesives found in the Community Room (FL#13) on all typical repeating dormitory floors 2 through 18 and dispose of as ACM.
4. Drywall and Joint Compound – Contractor shall complete penetrations corresponding to those as noted in Item 4 of the Phase A abatement activities for floors 2 through 18; these new penetrations will be located on the dormitory side of the corridors’ perimeter walls on floors 2 through 18. Prior to the start of the abatement, Contractor shall seal the penetration made on the corridor side during Phase A to contain generated dust and to prevent fiber release into the previously-abated corridors. Contractor shall be responsible for all costs associated with clean-up of asbestos contamination resulting from penetrating beyond the first drywall layer into the dormitory rooms.

Contractor shall also coordinate cutting of penetrations through existing drywall walls perpendicular to outer exterior walls separating the dormitory rooms and Community Rooms (FL#13) while under containment. These penetrations shall be sized and laid out by the GC prior to the start of abatement operations.

Additionally, while under containment, Contractor shall demo existing drywall walls at closed chases as designated on the drawings and remove TSI and piping located in therein. All TSI, ACM and non-ACM, and associated piping shall be disposed of as ACM. Contractor shall refer to mechanical and demolition drawings for more detailed information.

5. Existing Fan Coil Units – Contractor shall remove existing fan coil units and associated wood trim and blocking located beneath the units from all dormitory rooms and Community Rooms (FL#13) on floors 2 through 18 while under containment and dispose of them as ACM.
6. Existing Metal Soffits – Contractor shall remove existing metal soffits located at exterior walls as designated on the provided drawings. Contractor shall maintain in place without damaging the existing steel angle connection at walls and ceilings for reuse by the GC during soffit put-back operations. All TSI, both ACM and non-ACM found above the existing metal soffits is to be removed of and disposed of as ACM.

O. All materials and procedures described herein shall be implemented by the Contractor unless specifically noted otherwise.

1.4 CONTRACTOR'S DUTIES – SUMMARY

A. The Contractor is to provide and pay for the following, except as specifically noted:

1. Labor, material, tools, required equipment (i.e. scaffolding, *etc.*) and machinery.
1. Other facilities and services necessary for proper execution and completion of Work.
2. Pay legally required sales, consumer and use taxes.

- B. Contractor will absorb costs for the following:
 - 1. Permits
 - 2. Government fees
 - 3. Licenses
- D. Contractor shall provide notifications to appropriate entities based on applicable regulations.
- E. Contractor shall comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work.
- G. Contractor shall enforce strict discipline and good order among employees. Do not employ on Work, on Project or Work Site:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned task.

1.5 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS
Pub #4545 (1994) OSHA Analytical Methods Manual

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
ANSI Z9.2 (1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems
ANSI Z87.1 (1989; Errata; Z87.1a) Occupational and Educational Eye and Face Protection
ANSI Z88.2 (1992) Respiratory Protection

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
ASTM E 1368 (1990) Visual Inspection of Asbestos Abatement Projects

CODE OF FEDERAL REGULATIONS (CFR)
CFR 29 Part 1910 Occupational Safety and Health Standards
CFR 29 Part 1926 Safety and Health Regulations for Construction
CFR 40 Part 61 National Emission Standards for Hazardous Air Pollutants
CFR 40 Part 763 Asbestos

ENVIRONMENTAL PROTECTION AGENCY (EPA)
EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance
EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet Guidance

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)
NIOSH Pub No. 84-100 (1984; Supple 1985, 1987, 1988 & 1990)
NIOSH Manual of Analytical Methods

UNDERWRITERS LABORATORIES (UL)
UL 586 (1990) High-Efficiency, Particulate, Air Filter Units

1.6 DEFINITIONS

A. Adequately Wet

1. A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-019 that means to sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.

B. Aggressive Method

1. Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact ACM.

C. Amended Water

1. Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter when tested in accordance with ASTM D 1331.

D. Asbestos

1. Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

E. Asbestos-Containing Construction Material (OSHA):

1. Any manufactured construction material that contains more than one tenth of one percent asbestos by weight.

F. Asbestos-Containing Material (ACM)

1. Any material containing more than one percent asbestos

G. Asbestos Regulated Work Area

1. An asbestos regulated work area is an area established by the Contractor to demarcate areas where Class I, II and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

H. Authorized Person

1. Any person certified and authorized by the Contractor, Owners Representative and/or Owner and required by work duties to be present in regulated areas.

I. Category I Non-friable ACM

1. A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in CFR 40 Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy.

J. Category II Non-friable ACM

1. A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means any material, excluding Category I Non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix A, Subpart F, CFR 40 Part 763, Section 1, Polarized Light Microscopy, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- K. Class I Asbestos Work
1. Activities that involve the removal of thermal system insulation (TSI) and surfacing ACM.
- L. Class II Asbestos Work
1. Abatement activities involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic.
- M. Competent Person
1. In addition to the definition in CFR 29 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them.
- N. Critical Barrier
1. One or more layers of 6-mil plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.
- O. Disturbance
1. Contact, which releases fibers from ACM or debris containing ACM. This term includes activities that disrupt the matrix of ACM, render ACM friable, or generate visible debris. Disturbance includes cutting away small amounts of ACM no greater than the amount that can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM so disturbed exceed that which can be contained in one glove bag or waste bag which shall not exceed 60 inches in length and width.
- P. Friable ACM
1. A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means any material containing more than 1 percent asbestos as determined using the method specified in CFR 40 Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.
- Q. Glove Bag
1. A term as defined by CFR 29 Part 1926.1101 that means a sealed compartment with attached inner gloves used for the handling of asbestos containing materials.
- R. Intact
1. ACM which has not crumbled, been pulverized, or otherwise deteriorated so that it is no longer likely to be bound with its matrix.
- S. Negative Initial Exposure Assessment

1. A demonstration by the Contractor that employee exposure during an operation is expected to be consistently below the PELs (TWA and Excursion Limit).

T. Non-friable ACM

1. A term as defined in CFR 40 Part 61, Subpart M and EPA 340/1-90-018 that means any material containing more than 1 percent asbestos as determined using the method specified in CFR 40 Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.

U. Permanent Barrier, Vertical

1. A permanent leak-tight enclosure constructed of metal studs and sheetrock. The permanent barrier walls shall be constructed as detailed herein and shall be air tight and non-combustible.

V. Time-Weighted Average (TWA)

1. The TWA is an 8-hour time weighted average of airborne concentration of fibers (longer than 5 micrometers) per cubic centimeter of air which represents the employee's 8-hour workday as determined by Appendix A of CFR 29 Part 1926, Section 1926.58.

1.7 DESCRIPTION OF WORK

- A. The work covered by this section includes the requirements for the removal, transportation, disposal, storage, containment of, and housekeeping activities involving asbestos containing materials and asbestos contaminated materials located within the South Tower. CFR 40 Part 763 governs this abatement work.

1.8 SECURITY

- A. Security shall be provided for each asbestos regulated work area. A logbook shall be kept documenting entry into and out of the asbestos regulated work area. Entry into asbestos regulated work areas shall only be by personnel authorized by the Abatement Contractor, Owners Representative and Owner. Personnel authorized to enter asbestos regulated work areas shall be trained, medically evaluated and wear the personal protective equipment, as required by this specification, for the specific asbestos regulated work area to be entered.

1.9 MEDICAL REQUIREMENTS

- A. Medical requirements shall conform to CFR 29 Part 1926, Section 1926.58.

1. Medical Examinations

- a. The Contractor shall provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour time weighted average. In the absence of specific airborne fiber data provide medical examination for all workers who will enter the work area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926.1101(m) and, in addition, provide an evaluation of the individuals' ability to work in environments capable of producing heat stress in the worker.

2. Medical and Exposure Records

- a. The Contractor shall maintain complete and accurate records of employees' medical examinations for a period of 30 years after termination of employment as required by 29 CFR 1926.1101(n) and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary for Occupational Safety and Health, The Director of The National Institute for Occupational Safety and Health (NIOSH),

authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.

1.10 TRAINING

- A. All Contractor personnel involved with asbestos work must be trained and tested prior to any work, and shall be thoroughly familiar with the Contractor's standard operating procedure for the abatement work. All personnel shall undergo the specific medical examinations required by OSHA. The superintendent and the foreman shall be thoroughly familiar with all applicable regulations and practices for asbestos work and shall have participated in at least two abatement projects of similar size and scope within the past two years. All personnel shall be in possession of valid respirator fit test Paperwork.

1.11 RESPIRATORY PROTECTION PROGRAM

- A. The Contractor shall establish in writing, and implement a respiratory protection program in accordance with CFR 29 Part 1926, Section 1926.58, CFR 29 Part 1910, Section 1910.134, ANSI Z88.2, CGA G-7 and CGA G-7.1. The Contractor shall establish minimum respiratory protection requirements based on measured or anticipated levels of airborne asbestos fiber concentrations encountered during the performance of the asbestos abatement work. The Contractor's respiratory protection program shall include, but not be limited to, the following elements:

1. The company policy, used for the assignment of individual responsibility, accountability, and implementation of the respiratory protection program.
2. The standard operating procedures covering the selection and use of respirators. Respiratory selection shall be determined by the hazard to which the worker is exposed.
3. Medical evaluation of each user to verify that the worker may be assigned to an activity where respiratory protection is required.
4. Training in the proper use and limitations of respirators.
5. Respirator fit testing (i.e., quantitative, qualitative and individual functional fit checks).
6. Regular cleaning and disinfection of respirators.
7. Routine inspection of respirators during cleaning and after each use when designated for emergency use.
8. Storage of respirators in convenient, clean, and sanitary locations.
9. Surveillance of work area conditions and degree of employee exposure (e.g., through air monitoring).
10. Regular evaluation of the continued effectiveness of the respiratory protection program.
11. Recognition and procedures for the resolution of special problems as they affect respirator use (e.g., no facial hair that comes between the respirator face piece and face or interferes with valve function; prescription eyewear usage; prohibition of wearing contact lenses; etc.).
12. Proper training in putting on and removing respirators.

1.12 HAZARD COMMUNICATION PROGRAM

- A. A hazard communication program shall be established and implemented in accordance with CFR 29 Part 1926, Section 1926.59.

1.13 SAFETY AND HEALTH COMPLIANCE

- A. In addition to detailed requirements of this specification, the work shall comply with applicable laws, ordinances, criteria, rules, and regulations of Federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials and with the applicable requirements of CFR 29 Part 1910, CFR 29 Part 1926, CFR 40 Part 61, Subpart A, and CFR 40 Part 61, Subpart M, NFPA 10, NFPA 70, NFPA 90A, NFPA 101. Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirement as defined by the Owner shall apply.

1.14 COMPETENT PERSON

- A. When the contractor has employees engaged in Class I or II asbestos work, he shall have a Competent Person performing or supervising the following duties, as applicable:
1. Set up the regulated area, enclosure, or other containment;
 2. Ensure (by on-site inspection) the integrity of the enclosure or containment;
 3. Set up procedures to control entry to and exit from the enclosure and/or area;
 4. Supervise all employee exposure monitoring and ensure that it is conducted as required;
 5. Ensure that employees working within the enclosure and/or using glove bags wear protective clothing and respirators as required.
 6. Ensure through on-site supervision that employees set up and remove engineering controls, use work practices and personal protective equipment in compliance within all requirements;
 7. Ensure that employees use the hygiene facilities and observe the decontamination procedures specified;
 8. Ensure through on-site inspections that engineering controls are functioning properly and employees are using proper work practices; and,
 9. Ensure notification of other employees on site.

1.15 PERMITS, LICENSES AND NOTIFICATIONS

- A. The Contractor shall obtain all necessary permits and licenses in conjunction with the project asbestos abatement, transportation and disposal actions and timely notification furnished of such actions required by Federal, state, regional, and local authorities and as otherwise specified herein. The Contractor shall notify the SCDHEC and the Owner in writing at least 10 days prior to the commencement of work in accordance with CFR 40 Part 61, Subpart M, state and local requirements to include the mandatory "Notification of Demolition and Renovation Record" form and other required notification documents. Notification shall be by Certified Mail - Return Receipt Requested. The Contractor shall furnish copies of the receipts to the Owner prior to the commencement of work.
- B. The Contractor shall notify the Owner if any of the following occur:
1. If the Contractor or any of its subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract.
 2. Proceedings are commenced which could lead to revocation of related permits or licenses.
 3. Permits, licenses or other Owner authorizations relating to this Contract are revoked.
 4. Litigation is commenced which would affect this Contract.

5. If the Contractor or any of its Subcontractors become aware that its equipment or facilities are not in compliance or may fail to comply in the future with applicable laws or regulations.

1.16 SUBMITTALS

The following shall be submitted to the Owner and/or the Owner's Representative prior to the start of abatement operations:

- A. Manufacturer's catalog data for all materials and equipment to be used in the work, including brand name, model, capacity, performance characteristics and any other pertinent information.
- B. Asbestos Abatement Work Plan
 1. A written work plan outlining the project sequencing, methods, etc. must be accepted in writing by the Owners' Representative prior to start of any site work.
- C. Safety Plan
 1. A written safety plan and comprehensive site-specific accident prevention plan at least 30 days prior to start of work. This plan must be accepted in writing by the Owners' Representative prior to start of any site work.
- D. Initial Exposure Assessment
 1. The Contractor shall ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of all operations to determine expected exposures. The assessment must be based on the competent person's review of all aspects of the Contractor's performance doing similar jobs. Only if similar controls are used and the work supervised by the same or similarly trained personnel, may past data be relied on. The assessment shall include consideration of all observations, information or calculations that indicate employee exposure to asbestos, including any previous monitoring conducted in the workplace, or of the operations of the Contractor that indicate the levels of airborne asbestos likely to be encountered on the job. However, the assessment may conclude that exposures are likely to be consistently below the PELs only as a conclusion of a "negative exposure assessment". The Contractor shall monitor employees at the beginning of the project. The exposure assessment shall be updated to reflect actual conditions based on the results of exposure monitoring.

E. Employee Training and Certification of Worker Acknowledgement

The following training documentation for each employee to be engaged in the abatement work:

1. Copy of certification of accreditation for completion of "workers" course (for workers) or "Contractor/Supervisor" Course (for Contractors and onsite supervisory staff) meeting the requirements of EPA's CFR 40 Part 763 or more stringent state criteria, and all subsequent annual refresher training certificates meeting same requirements.
 2. A copy of a Contractor generated form entitled Certificate of Workers Acknowledgment shall be completed for each employee.
- F. Encapsulant
- A certificate stating that encapsulant meets the applicable specified performance requirements.
- G. Negative Exposure Assessment
1. The Contractor may demonstrate that employee exposures will be below the PELs by data, which conform to the following criteria:

- a. Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the TWA and excursion limit under those work conditions having the greatest potential for releasing asbestos; or
- b. Where the Contractor has monitored prior asbestos jobs for the PEL and the excursion limit within 12 months of the current or projected job, the monitoring and analysis were performed in compliance with CFR 29 Part 1926.1101; and the data were obtained during work operations conducted under workplace conditions "closely resembling" the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations, the operations were conducted by employees whose training and experience were no more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and which will prevail in the current workplace there is a high degree of certainty that employee exposures will not exceed the TWA and excursion limit; or
- c. The results of initial exposure monitoring of the current job made from breathing zone samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee covering the operations that are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

H. Field Tests

1. Air sampling reports.
2. Pressure differential recording local exhaust system.
3. Asbestos disposal waste disposal record report.

I. Air Sampling Results

1. Area Air Sampling (supplied by the Owner) and Personnel Air Sampling (provided by the Contractor)

Air sample fiber counting shall be completed and results provided within 24 hours after completion of a sampling period. The Owner shall be notified immediately of any airborne levels of asbestos fibers in excess of established requirements. Written sampling results shall be provided within 5 working days of the date of collection. The air sampling results shall be documented on a daily air-monitoring log.

J. Pressure Differential Recordings

1. Pressure differential recordings shall be provided daily on the same day collected. The Contractor's competent person shall review the readings prior to being submitted. The Owner shall be notified immediately of any variance in the pressure differential which could cause adjacent unsealed areas to have asbestos fiber concentrations in excess of 0.005 fiber per cubic centimeter (f/cc) or background, whichever is higher.

K. Notifications

1. The Owner shall be notified in writing 10 days prior to the start of asbestos work. A copy of the written notification shall be provided to any rental company concerning the intended use of rental equipment and the possibility of asbestos contamination, the decontamination procedures that will be used prior to the return of the equipment. A copy of the rental company's written acknowledgment and agreement shall be included in the submittal.

L. Certificates

1. Vacuum, Filtration and Ventilation Equipment
2. Manufacturer's certifications showing compliance with ANSI Z9.2 for:
 - a. Vacuums
 - b. Water filtration equipment
 - c. Ventilation equipment
 - d. Other equipment required for containing airborne asbestos fibers.

M. Records

1. Respirator Program
 - a. Records of the respirator program as required by ANSI Z88.2, CFR 29 Part 1910, Section 1910.134, CFR 29 Part 1926, Section 1926.58.
2. Asbestos Waste Shipment
 - a. Final completed copies of the Waste Shipment Record for all shipments of waste material as specified in CFR 40 Part 61, Subpart M and other required state waste manifest shipment records as specified herein. Detailed information of all asbestos waste disposals on the "MANDATORY WASTE SHIPMENT RECORD" form in accordance with revised CFR 40 Part 61, Subpart M. Such completed forms signed and dated by the agent of the landfill shall be submitted within 3 days after date of delivery of ACM to the landfill.

1.17 PERSONAL PROTECTIVE EQUIPMENT

A. Respirators

Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring:

1. Respirator Selection:
 - a. Where respirators are used, the Contractor shall select and provide, at no cost to the employee, the appropriate respirator, and shall ensure that the employee uses the respirator provided.
 - b. The Contractor shall select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR 11.
 - c. The Contractor shall provide a tight fitting powered, air-purifying respirator in lieu of any negative-pressure respirator specified whenever:
 1. An employee chooses to use this type of respirator, and
 2. This respirator will provide adequate protection to the employee.

B. Respirator Program:

1. Where respiratory protection is used, the Contractor shall institute a respirator program in accordance with CFR 29 Part 1910.134. The Contractor shall permit each employee who uses

a filter respirator to change the filter elements whenever an increase in breathing resistance is detected and shall maintain an adequate supply of filter elements for this purpose.

2. Employees who wear respirators shall be permitted to leave work areas to wash their faces and respirator face pieces whenever necessary to prevent skin irritation associated with respirator use.

C. Respirator Fit Testing:

1. The Contractor shall ensure that the respirator issued to the employee exhibits the least possible face piece leakage and that the respirator is fitted properly. The Contractor shall perform either quantitative or qualitative face fit tests at the time of initial fitting and at least every 6 months thereafter for each employee wearing a negative-pressure respirator. The qualitative fit tests may be used only for testing the fit of half-mask respirators where they are permitted to be worn or of full-face piece air purifying respirators where they are worn at levels at which half-face piece air purifying respirators are permitted. A qualitative or quantitative fit test conforming to CFR 29 Part 1926, Appendix C shall be conducted by the Contractor for each Contractor worker required to wear a respirator, and for the Owner and authorized visitors who enter an asbestos regulated work area where respirators are required to be worn.

D. Whole Body Protection

1. Personnel exposed to asbestos shall be provided with whole body protection, as specified herein and such protection shall be worn properly. The Contractor and competent person supervisor shall select and approve the whole body protection to be used. The competent person shall examine work suits worn by employees at least once per work shift for rips or tears that may occur during performance of work. When rips or tears are detected while an employee is working, rips and tears shall be immediately mended, or the work suit shall be immediately replaced. Disposable whole body protection shall be disposed of as asbestos contaminated waste upon exiting from the asbestos regulated work area. Reusable whole body protection worn shall be either disposed of as asbestos contaminated waste upon exiting from the asbestos regulated work area or be properly laundered in accordance with CFR 29 Part 1926 and as specified in the Contractor's Asbestos Hazard Abatement Plan. A worker shall not remove asbestos abatement whole body protection from the work site to be cleaned.
2. Disposable-impermeable coveralls with a zipper front shall be provided. Sleeves shall be secured at the wrists, and foot coverings secured at the ankles.
3. Gloves shall be provided to protect hands. Cloth gloves may be worn inside the plastic or rubber gloves for comfort, but shall not be used alone. Where there is the potential for hand injuries (i.e., scrapes, punctures, cuts, etc.) an appropriate glove shall be provided and used.
4. An additional coverall similar to that required in paragraph Coveralls shall be provided when the abatement and control method employed does not provide for the exit from the asbestos regulated work area directly into an attached decontamination unit. Cloth work clothes shall be provided for wear under the protective coverall and foot coverings when work is being conducted in low temperature conditions. Cloth work clothes shall be either disposed of as asbestos contaminated material or properly laundered in accordance with CFR 29 Part 1926 and as specified in the Contractor's Asbestos Hazard Abatement Plan.
5. Cloth socks shall be provided and worn next to the skin. If rubber boots are not used, footwear and disposable foot coverings shall be provided. Rubber boots shall be used in moist or wet areas. Only rubber boots shall be removed from the asbestos regulated work area after being thoroughly decontaminated. All other protective foot covering shall be disposed of as ACM.

6. Hood type disposable head covering shall be provided. In addition, protective headgear (hard hats) shall be provided as required. Hard hats shall only be removed from the asbestos regulated work area after being thoroughly decontaminated.
7. Contact lenses shall not be worn in asbestos regulated work areas. When vision correction is necessary to perform the work task, prescription safety eyewear shall be used. Personnel engaged in asbestos abatement activities in the asbestos regulated work area shall wear fog-proof goggles when the use of a full face-piece respirator is not required. Eye protection provided shall be in accordance with ANSI Z87.1.
8. All other items of whole body protection shall be provided as required and approved by the Contractor.

1.18 DECONTAMINATION UNIT AND LOAD OUT UNIT

- A. Contractor shall take into account emergency egress issues related to the entire building when completing his abatement work plan. Decontamination and load out units will be sized, constructed and located so as to not impede ingress and egress to and from other portions of the building where abatement is not occurring.
- B. Decontamination and load out units shall be the sized, constructed and located so as to not impede the access to ACM to be abated. If access to ACM above the decontamination and load out units require abatement personnel to utilize them to gain access (i.e. get on top of the units) to the ACM, they shall be constructed meeting all OSHA safety guidelines.
- C. Provide each work area with separate personnel decontamination unit and equipment load out unit. Ensure that the decontamination unit is the only means of ingress and egress for the work area and that all equipment, bagged waste material and other material exit the work area only through the decontamination unit and equipment load out unit.
- D. All persons entering and exiting the work area will follow the entry and exit procedures required by the applicable regulations and these specifications. Process all equipment and material exiting the work area through the decontamination unit and equipment load out unit and decontaminate as required by the specifications.
- E. Construct walls and ceilings of decontamination unit and equipment load out unit airtight with at least 6 mil polyethylene sheeting and attach to existing building components or to a temporary framework. The decontamination unit and equipment load out unit may be combined if the size of the work area will not permit both.
- F. Use a minimum of two layers of 6-mil opaque polyethylene to cover floor under decontamination unit. Construct doors from overlapping polyethylene sheets so that they overlap adjacent surfaces. Weight sheets at bottom so that they quickly close after release. Put arrows on sheets showing direction of overlap and travel.
- G. Provide temporary water service connection to the decontamination unit and equipment load out unit. Provide backflow protection at the point of connection to the Owner's system.
- H. Water supply must be properly pressured and temperature balanced at shower discharge.
- I. Provide adequate temporary electric power with ground fault protection and overhead wiring throughout the decontamination unit and equipment load out unit. Provide a sub-panel for all temporary power in changing room.
- J. Provide a decontamination unit consisting of serial arrangement of clean room, showers room and equipment room. Provide adequately sized decontamination unit to accommodate the number of employees scheduled for the project. The center chamber of the three chamber decontamination unit will be fitted with as many portable walk through shower stalls as necessary so that all employees will

be able to go through the entire decontamination procedure within 15 minutes. Construct decontamination unit of opaque or colored polyethylene for privacy. Construct decontamination unit so that it will not allow for parallel routes of exit without showering

1.19 WARNING SIGNS AND TAPE

A. Contractor shall ensure that all personnel understand the warning signs. Warning signs and tape printed in English and Spanish shall be provided at the regulated boundaries and entrances to asbestos regulated work areas. Signs shall be located at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Warning signs shall be in vertical format conforming to CFR 29 Part 1910, and CFR 29 Part 1926, minimum 500 by 360 mm 20 by 14 inches and displaying the following legend in the lower panel:

B. Legend Lettering

1. Danger 3-inch Sans Serif Gothic or Block
2. Asbestos 1-inch Sans Serif Gothic or Block
3. Cancer and Lung Disease Hazard 1-inch Sans Serif Gothic or Block
4. Authorized Personnel Only 1-inch Sans Serif Gothic or Block
5. Authorized Personnel Only 1-inch Gothic
6. Respirators and Protective Clothing are required in this Area 1-inch Gothic
7. Spacing between lines shall be at least equal to the height of the upper of any two lines. Warning tape shall be provided

1.20 WARNING LABELS

A. Warning labels shall be affixed to all asbestos disposal containers used to contain asbestos materials, scrap, waste debris, and other products contaminated with asbestos. Containers with preprinted warning labels conforming to requirements specified herein are acceptable. Warning labels shall conform to CFR 29 Part 1926 and shall be of sufficient size to be clearly legible displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE
HAZARD

1.21 LOCAL EXHAUST SYSTEM

A. A local exhaust system shall be provided in the asbestos regulated work area in accordance with ANSI Z9.2 and CFR 29 Part 1926. The system will provide at least 4 air changes per hour inside of the containment. The local exhaust system shall be operated 24 hours per day, until the asbestos regulated containment area is removed and shall be leak proof to the filter and equipped with HEPA filters. Local exhaust equipment shall be sufficient to maintain a minimum pressure differential of minus 0.51 mm (0.02 inch) 0.02 inch of water column relative to adjacent, unsealed areas. Pressure differential shall be monitored continuously, 24 hours per day, with an automatic recording instrument. In no case shall the building ventilation system be used as the local exhaust system for the asbestos regulated work area. Filters on local exhaust system equipment shall conform to ANSI Z9.2 and UL 586. Filter

shall be UL labeled. The local exhaust system shall terminate out of doors. All filters used shall be new at the beginning of the project and shall be periodically changed as necessary and disposed of as ACM waste.

- B. Prior to the start of the abatement the Contractor shall inspect all negative air machines and insure that all gaskets are in place, that all HEPA filters in the units are properly seated and mechanical brackets that secure the HEPA filters are intact. This inspection will be conducted in conjunction with the Owners Representative prior to the start of abatement activities. All deficiencies associated with the negative air machines shall be repaired prior to the start of the abatement. All defective units shall be removed and replaced.

1.22 TOOLS

- A. Vacuums shall be leak proof to the filter, equipped with HEPA filters, be of sufficient capacity and provide the necessary capture velocity at the nozzle or nozzle attachment to efficiently collect, transport and retain the ACM waste material. Power tools shall not be used to remove ACM unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation capture and collection system or has otherwise been approved for use by the Owner. All residual asbestos shall be removed from reusable tools prior to storage and reuse. Reusable tools shall be thoroughly decontaminated prior to being removed from asbestos regulated work areas.

1.23 RENTAL EQUIPMENT

- A. If rental equipment is to be used, written notification shall be provided to the rental agency, concerning the intended use of the equipment, the possibility of asbestos contamination of the equipment and the steps that will be taken to decontaminate such equipment. A written acceptance of the terms of the Contractor's notification shall be obtained from the rental agency.

1.24 PERSONNEL AIR MONITORING EQUIPMENT (CONTRACTOR PROVIDED)

- A. The Contractor is responsible for all personnel sampling as outlined in Section 3.12 herein, and shall select and approve the air monitoring equipment to be provided and used by the Contractor for evaluation of personnel exposure levels to airborne asbestos fiber concentrations within the work area. The equipment shall include, but not be limited to:
 1. Low-volume, battery powered, body-attachable, portable personal pumps that can be calibrated to a constant airflow up to approximately 3.5 liters per minute when equipped with a sampling train of tubing and filter cassette, and a self-contained rechargeable power pack capable of sustaining the calibrated flow rate for a minimum of 10 hours. The pumps shall also be equipped with an automatic flow control unit, which shall maintain a constant flow even as filter resistance increases due to accumulation of fiber and debris on the filter surface,
 2. Standard 25 millimeter diameter, 0.8 micrometer micron pore size, mixed cellulose ester membrane filters and cassettes with nonconductive barrels and shrink bands, to be used with low flow pumps in accordance with CFR 29 Part 1926, for personal air sampling,
 3. Standard 25 millimeter diameter, 0.45 micrometer micron pore size, mixed cellulose ester membrane filters and cassettes with non-conductive barrels and shrink bands, to be used with high flow pumps when conducting environmental area sampling using NIOSH Pub No. 84-100 Methods 7400 and 7402 and the transmission electric microscopy method specified at CFR 40 Part 763,
 4. Appropriate plastic tubing to connect the air sampling pump to the selected filter cassette,
 5. A flow calibrator capable of calibration to within plus or minus 2 percent of reading over a temperature range of minus 4 degrees Fahrenheit to plus 140 degrees Fahrenheit and traceable to a National Institute for Standards and Technology (NIST) primary standard.

1.25 EXPENDABLE SUPPLIES

A. Glove Bag

1. Glove bags shall be provided as described in CFR 29 Part 1926. The glove bag assembly shall be prefabricated with a preprinted OSHA warning label and shall typically be constructed of 6 mil thick transparent polyethylene or polyvinyl chloride sheeting and at least two inward projecting long sleeves and an internal pouch. The glove bag shall be constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. The glove bag shall have sufficient capacity to hold removed materials and permit leak-tight sealing.

B. Duct Tape

1. Industrial grade duct tape shall be provided in 2 inch and 3 inch widths and shall be suitable for bonding sheet plastic and disposal containers specified herein.

C. Disposal Containers

1. Leak-tight disposal containers shall be provided for ACM generated as specified herein. Leak-tight means neither solids, liquids or dust can escape or spill out. All disposal containers shall be either pre-labeled or affixed with OSHA warning label as specified in CFR 29 Part 1926.

D. Disposal Bags

1. 6-mil thick leak-tight pre-labeled (OSHA warning label) bags shall be provided for placement of asbestos generated waste.

E. Leak-tight Wrapping

1. Two layers of 6-mil (minimum) thick polyethylene sheeting stock shall be used for the containment of removed asbestos-containing components or materials such as reactor vessels, large tanks, boilers, insulated pipe segments and other materials too large to be placed in disposal bags. Upon placement of the ACM component or material, each layer shall be individually leak-tight sealed with duct tape.

F. Fiberboard Drums

1. Fiberboard drums shall be provided if required by state or local requirements.

G. Cardboard Boxes

1. Heavy-duty corrugated cardboard boxes coated with plastic or wax to retard deterioration from moisture shall be provided if required by state and local requirements. Boxes shall fit into selected ACM disposal bags. Filled boxes shall be sealed leak-tight with duct tape.

H. Sheet Plastic

1. Sheet plastic shall be provided as specified herein and in the largest sheet size necessary to minimize seams, as indicated on the project drawings.

I. Polyethylene Sheet – General

1. 6-mil (minimum) thick polyethylene sheeting shall be clear, frosted and/or black and conform to ASTM D 4397.

J. Polyethylene Sheet - Flame Resistant

1. Where a potential for fire exists, 6-mil (minimum) thick flame-resistant polyethylene sheet shall be provided. Flame-resistant polyethylene film shall be frosted and/or black and shall conform to the requirements of NFPA 701.

K. Polyethylene Sheet-Reinforced

1. 6-mil thick reinforced polyethylene sheet shall be provided where high skin strength is required such as where it constitutes the only barrier between the asbestos regulated work area and the outdoor environment. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between two layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.

L. Viewing Inspection Window

1. Where feasible, a minimum of one clear 1/8-inch thick acrylic sheet, 18 inches by 24 inches, shall be installed as a viewing inspection window at eye level on a wall in each containment enclosure. All such windows shall be sealed leak-tight with industrial grade duct tape.

M. Wetting Agents

1. Amended water shall meet the requirements of ASTM D 1331.

N. Removal Encapsulant

1. Removal encapsulant (a penetrating encapsulant) shall be provided when conducting removal abatement activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant shall be capable of wetting the ACM and retarding fiber release during disturbance of the ACM equal to or greater than provided by amended water

O. Strippable Coating

1. Strippable coating found in aerosol cans, will be used to adhere to surfaces and to be removed cleanly by stripping at the completion of work. Since these coatings have a hydrocarbon-carrying agent, its use shall be confined to well ventilated areas only.

P. Non-combustible Foam

1. All foam shall be Hilti CF 810 CJ Insulating Foam or an approved equivalent.

1.26 MATERIAL SAFETY DATA SHEETS

- A. Material safety data sheets (MSDS) shall be provided for all hazardous materials brought onto the work-site. One copy shall be provided to the Owner's onsite Representative and one copy shall be included in the Contractor's Hazard Communication Program.

1.27 OTHER ITEMS

- A. A sufficient quantity of other items shall be provided that may include, but not be limited to: scrapers, brushes, brooms, staple guns, tarpaulins, shovels, rubber squeegees, dust pans, other tools, scaffolding, staging, enclosed chutes, wooden ladders, lumber necessary for the construction of asbestos regulated containment work areas, UL approved temporary electrical equipment, material and chords, ground fault circuit interrupters, water hoses of sufficient length, fire extinguishers, first aid kits, portable toilets, logbooks, log forms, markers with indelible ink, spray paint in bright color to mark areas, project boundary fencing, etc.

1.28 PRECONSTRUCTION CONFERENCE

- A. The Contractor, and the Contractor's designated onsite "competent person," shall meet with the Owners Representative and Owner prior to beginning work at a preconstruction conference to discuss the details of the Contractor's Asbestos Hazard Abatement Plan, including work procedures and safety precautions. Once accepted by the Owners Representative and Owner, the Asbestos Hazard Abatement Plan, will be enforced as if an addition to the specification.

PART 2 - PRODUCTS

2.1 ENCAPSULANTS

- A. Encapsulant shall conform to USEPA requirements, shall contain no toxic or hazardous substances.

2.2 PERMANENT BARRIER, VERTICAL

Permanent barriers shall be constructed in locations indicated on the plans. All barriers shall be air-tight. These non-load bearing walls shall be constructed in accordance with the following:

A. Framing System

1. Non-Load bearing Framing System Components: ASTM C 645; galvanized sheet steel, ASTM A525 G-60 coating, of size and properties necessary to comply with ASTM C 754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
2. Thickness: 20 gauge minimum.
3. Studs: 4 inch, C shaped. Flange edges of studs bent back 90 deg and hemmed to form 3/16" minimum lip (return).
4. Bottom Track: U shaped, sized to match studs.
5. Top Track: Deep leg with slots to accommodate deflection.
6. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
7. Fasteners: Provide fasteners of type, material, size, corrosion resistance, holding power and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum drywall manufacturers for applications indicated.
8. Do not bridge building expansion and control joints with steel framing or furring members; independently frame both sides of joints with framing or furring members or as indicated.
9. Install runners (tracks) at floors, ceilings and structural walls and columns where gypsum drywall stud system abuts other construction. Align floor and ceiling tracks to assure plumb partitions. Secure track with suitable fasteners spaced 24 inches on center, maximum.
10. Extend all partition framing full height to structural support above. Frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
11. Install studs at 16 inches on center, unless otherwise indicated. Secure each stud to both top and bottom track with screws through each stud flange and track flange. Screws shall be installed in the bottom of the slot in the top track to accommodate deflection of the structure.
12. Install studs so that flanges point in the same direction.
13. Secure hangers to structural support by connecting directly to structure where possible, otherwise connect to cast-in concrete inserts or other anchorage devices or fasteners as indicated. Provide additional structural members if required for hanger spacing.

14. Do not connect or suspend steel framing from ducts, pipes or conduit.
15. Keep hangers and braces 2 inches clear of ducts, pipes and conduits.
16. Install suspended steel framing components in sizes and at spacing indicated but not less than that required by referenced steel framing installation standard and conforming to ASTM E580 - Seismic Restraint.
17. Studs: Space studs at 16 inches on center.
18. Extend partition framing to structure in all locations.
19. Partitions Terminating at Structure: Attach top track to structure and connect studs to top track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
20. Openings: Reinforce openings with stud framing as required to span opening. Not less than double studs at jambs for large openings. Heads and base of openings shall also be framed with studs.

B. Sheetrock

1. Sheetrock: Fire rated 5/8 inch thick paper-faced gypsum wallboard as defined in ASTM C 1396/C 1396M; sizes to minimize joints in place; ends square cut.
2. Edges: Tapered.
3. Corner Bead: Provide formed metal Galvanized steel corner beads, edge trim and control joints which comply with ASTM C 1047
4. Joint Materials: Joint materials shall comply with ASTM C 475.
5. Joint Tape: Paper reinforcing tape, unless otherwise indicated.
6. Screws: ASTM C 1002; self-piercing tapping type at 12 inches on center to all track and stud supports unless noted otherwise.
7. Control Joints: Place control joints consistent with lines of building spaces and as follows:
 - a. Not more than 30 feet apart on walls over 50 feet long.
8. Corner Beads: Install at external corners, using longest practical lengths.
9. Finish gypsum board in accordance with levels defined in ASTM C 840, as follows:
 - a. Level 1: Walls above finished ceilings, whether or not accessible in the completed construction.
10. Finish interior gypsum wall board by applying the following joint compounds in a minimum of 2 coats:
 - a. Embedding and First Coat: Setting-Type Joint Compound.
 - b. Fill (Second) Coat: Setting-type joint compound.
11. Tape and fill all joints, edges, and corners. Sanding is not required.
12. All openings that cannot be made air tight with mud and tape shall be sealed with non-combustible foam. The base of the track at the top and bottom shall be foamed with non-combustible foam.

PART 3 - EXECUTION

3.1 GENERAL

- A. Asbestos abatement work shown on plans and drawings shall be performed as specified herein. Personnel shall wear and utilize protective clothing and equipment as specified herein. Eating, smoking, drinking, or applying cosmetics shall not be permitted in the asbestos regulated work area. All hot work (burning, cutting, welding, etc.) shall be conducted under strictly controlled conditions in conformance with CFR 29 Part 1926. Personnel of other trades not engaged in asbestos abatement activities shall not be exposed at any time to airborne concentrations of asbestos unless all the administrative and personal protective provisions as required by the Contractors Asbestos Abatement Plan are complied with. The building heating, ventilating, and air conditioning system shall be shut down, all openings to the system capped leading into the abatement work area.
- B. Electrical service shall be disconnected where necessary to facilitate wet removal. Temporary electrical service shall be provided by the Contractor as needed. Temporary power provided by the Contractor shall be adequate to power for the Owners' Representatives' air monitoring equipment.
- C. Permanent Barrier Wall – Contractor will construct permanent metal stud and sheetrock barrier walls on top of existing walls to segregate areas that are not to be abated from areas that are to be abated. All joints are to be taped and mudded. The base and top of the barrier are to be foamed with non-combustible foam. All pipes, duct, communications, conduit, etc. penetrating Permanent Barriers shall be taped, mudded and then foamed to ensure a leak tight seal. Any gaps or joints that cannot be taped and mudded shall be sealed with non-combustible foam. Upon completion all Permanent Barriers shall be non-combustible and shall be leak tight. All Permanent Barriers shall be labeled mid-way between existing supporting wall with the following "Caution Friable ACM Behind this Barrier". Letters shall be red in color and shall be no less than 3" tall. The labels shall be spaced no more than 12' apart along the length of the barrier.
- D. If an asbestos spill occurs outside of the asbestos regulated work area, work shall be stopped and the Owners' Representative and Owner shall be notified. The condition shall be corrected to the satisfaction of the Owners' Representative and Owner including air sampling, prior to resumption of work.

3.2 PROTECTION OF ADJACENT WORK OR AREAS TO REMAIN

- A. Asbestos abatement work shall be performed without damage or contamination of adjacent work or areas. Where such work or area is damaged or contaminated as verified by the Owners Representative using visual inspection and/or sample analysis, it shall be restored to its original condition or decontaminated by the Contractor at no expense to the Owner as deemed appropriate by the Owners Representative. This includes inadvertent spill of dirt, dust or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, work shall stop in all affected areas immediately and the spill shall be cleaned. When satisfactory visual inspection and/or sampling analysis results are obtained and have been evaluated by the Contractor and the Owners Representative, work may proceed.

3.3 FURNISHINGS, FIXTURES AND EQUIPMENT

- A. Removal of Furnishings and Equipment
 - 1. The Owner will remove all sensitive equipment and furniture from the work areas before asbestos abatement work begins.
- B. Items to Remain
 - 1. Contractor shall protect all existing data, smoke/fire alarm systems, access control systems, closed circuit television systems, telephone, electrical and fire suppression lines located in areas

affected by abatement operations. Costs for repairs associated with damage incurred during abatement, demolition and put-back operations will be at the GC's expense.

2. **Electrical Junction Boxes:** Prior to gross asbestos removal and wet removal activities, the Contractor shall conduct localized removal of asbestos spray applied textured ceiling surfacing material overspray in areas in and around electrical junction boxes, as necessary. Upon completion of the localized removal, the Contractor shall cover the junction boxes with 6 mil poly to ensure protection from contamination and damage from wet removal activities. Contractor shall ensure that electrical junction boxes are de-energized prior to proceeding with abatement activities.
3. **Light Fixtures:** Existing light fixtures in areas to be abated on floors 2 through 17 shall be disposed of as asbestos waste unless noted otherwise. See electrical drawings for locations and quantity of lights. When removing existing light fixtures in all areas requiring the removal of suspended ceilings, the Contractor shall ensure that the light fixtures and associated circuits are de-energized. Upon confirmation that the light fixture and associated circuits are de-energized, Contractor shall cut the fixture whip at the light. All fixture whips shall be thoroughly cleaned of and asbestos contamination. Contractor shall insure that existing conduit and junction boxes are protected from damage and maintained in place for re-use during put-back operations.

3.4 BUILDING VENTILATION SYSTEM AND CRITICAL BARRIERS

- A. Any building ventilating system supplying air into or returning air out of an asbestos regulated work area shall be shut down and isolated by lockable switch or other positive means in accordance with CFR 29 Part 1910, Section 1910.147, to prevent accidental start-up and isolated by airtight seals to prevent contaminant spread through the system. Air-tight critical barriers shall be installed on all building ventilating openings that supply, or return air from the building ventilation system or serves to exhaust air from the building, that are located inside the asbestos regulated work area. The critical barriers shall consist of air-tight rigid covers for building ventilation supply and exhaust grills where the ventilation system is required to remain in service during abatement. Edges to wall, ceiling and floor surfaces shall be sealed with industrial grade duct tape.

3.5 PRECLEANING

- A. Surfaces shall be cleaned by HEPA vacuum and adequately wet wiped prior to establishment of containment.

3.6 ASBESTOS CONTROL AREA REQUIREMENTS

- A. Regulated containment areas shall be established and maintained for each abatement work task. Viewing inspection window shall be installed on the wall of the containment enclosure, as specified herein. The following procedures shall be performed sequentially and each activity shall be completed before proceeding to the next. Various steps may be omitted for an individual containment area when that work is not specified on the drawings.
 1. Furnishings in the asbestos regulated work area shall be cleaned, protected in place removed as specified herein.
 2. Tools, scaffolding, staging, and incidentals necessary for the work shall be placed in the area to be isolated prior to erection of work area enclosed containment.
 3. Building ventilating systems serving the work area shall be shutdown or isolated.
 4. Power to the asbestos regulated work area shall be locked-out by switching off all breakers serving power or lighting to this area in accordance with CFR 29 Part 1910.
 5. Surfaces shall be pre-cleaned as required herein.

6. Personnel Decontamination Unit shall be installed as specified. Load-Out unit shall be installed as specified herein.
7. Critical barriers shall be installed as required for building ventilation system and in the plenum space as required herein.
8. Local exhaust ventilation system shall be installed as specified.
9. Containment area shall be installed as required for each abatement task as specified.

3.7 CLEAN-UP

- A. The Contractor shall maintain a clean work area by performing on a daily basis the following housekeeping functions at the end of each shift:
 1. Loose ACM shall be prepared for disposal by packaging the waste and removing it from the work area to the load-out area.
 2. Work area shall be HEPA vacuumed.
 3. Polyethylene in work and high traffic areas shall be inspected and repaired.
 4. Containment area shall be wet wiped if air sample results exceed prescribed level.

3.8 GLOVE BAG

- A. Asbestos regulated work areas shall be established as specified for glove bag abatement should it be required. Designated boundary limits for the asbestos work shall be established with rope or other continuous barriers and all other requirements for asbestos control areas shall be maintained including area signage and boundary warning tape as specified. Area monitoring of airborne asbestos fibers shall be conducted during the work shift at the designated boundary limits and personal air monitoring shall be performed for each worker engaged in asbestos handling (removal, disposal, transport and other associated work) at such frequency as specified in the Contractor's air monitoring plan. If the concentration of asbestos fibers monitored at the breathing zone of the workers or within the designated limits at any times exceeds 0.01 f/cc or the pre-abatement level, whichever is greater, work shall be stopped and the Owner shall be notified. The Contractor shall correct the condition to the satisfaction of the Owners' Representative and Owner to include visual inspection and air sampling. The Owners' Representative and Owner will only allow resumption of work upon notification. If adjacent areas outside the regulated work area are contaminated, the Contractor at his expense, shall clean the contaminated area, visually inspect the cleaned area, and conduct air monitoring.

3.9 ASBESTOS HANDLING PROCEDURES

- A. The Contractor shall employ proper handling procedures in accordance with CFR 29 Part 1926 and CFR 40 Part 61, Subpart M and the specification requirements herein. The specific abatement techniques and items identified shall be detailed in the Contractor's Asbestos Hazard Abatement Plan including but not limited to details of construction materials, equipment, and handling procedures. The following task descriptions detail the required abatement handling technique.
 1. Removal of ACM From Interior Architectural System
 - a. After completion of all asbestos removal work, surfaces from which asbestos containing materials have been removed shall be wet wiped or sponged clean, or cleaned by some equivalent method to remove all visible residue. After the gross amounts of asbestos have been removed from every surface, all remaining visible accumulations of asbestos on floors shall be collected using plastic shovels, rubber squeegees, rubber dustpans and HEPA vacuum cleaners as appropriate to maintain the integrity of the containment barrier. When all insulation has been removed, workmen shall use HEPA vacuum

cleaners to vacuum every surface. Particular attention shall be paid to those surfaces or locations that could harbor accumulations or residual asbestos dust.

2. Sealing Contaminated Items Designated for Disposal

- a. Contaminated architectural, mechanical, and electrical appurtenances and other contaminated items designated for removal shall be coated with an asbestos lockdown encapsulant at the demolition site before being removed from the asbestos control area. These items need to be vacuumed prior to application of the lock-down encapsulant.
- b. The asbestos lockdown encapsulant shall be tinted a contrasting color. It shall be spray applied by airless method. Thoroughness of sealing operation shall be visually gauged by the extent of colored coating on exposed surfaces.

3.10 FINAL CLEANING AND PRE-VISUAL INSPECTION

- A. The asbestos regulated work area shall be cleaned at the completion of the abatement by collecting, packing, and storing all gross contamination. A final cleaning shall include HEPA vacuum and wet cleaning of all exposed surfaces and equipment in the asbestos regulated work area. Upon completion of the cleaning, the Contractor's competent person shall conduct a pre-visual inspection of the cleaned area in preparation for the final inspection to be conducted with the Owners Representative. The Contractor shall re-clean, as necessary. Upon completion of the final cleaning, the Contractor and the Owners Representative shall conduct a final visual inspection of the cleaned work area in accordance with ASTM E 1368 and document the results on the Final Cleaning and Visual Inspection. If the Owners Representative rejects the abatement area as not meeting final cleaning requirements, the Contractor shall re-clean as necessary and have a follow-up inspection with the Owners Representative. Re-cleaning and follow-up re-inspections by the Owners Representative shall be at the Contractor's expense.

3.11 LOCKDOWN

- A. Prior to removal of plastic barriers and after clean up of gross contamination and final visual inspection, a post removal (lockdown) encapsulant shall then be spray applied to foundation walls, underside of floors, and all vertical and horizontal surfaces within the work area. The abatement area shall include but not be limited to constructed enclosures, barriers, polyethylene sheeting that covers any furnishings, and equipment articles to be discarded, critical barriers, air locks, load out units for bag removal, and onsite constructed decontamination unit.

3.12 AIR MONITORING

Air Monitoring by the Contractor:

- A. The Contractor shall provide daily 8-hour TWA PEL and daily 30-minute Excursion Limit personal breathing zone air monitoring in accordance with and in addition to 29 CFR 1926.1101(f), including all amendments, and Appendix A of the OSHA standard within the work sites throughout all asbestos work site enclosure, material stripping, removal, cleaning encapsulation operations, or any other activities which might disturb asbestos-containing materials to insure that the workers are adequately protected at all times.
- B. Samples shall be collected by calibrated pumps whose flow rates can be determined to an accuracy of plus or minus 5 percent. Calibrate pumps both prior to and after each use with a representative filter in line.
- C. Analysis of samples shall be done in accordance with 29 CFR 1926.1101(f) and Appendix A of the OSHA standard. The results of all samples shall be posted outside the containment area within 48 hours of sampling and maintained there until the project has been concluded. This data shall include both the results of individual samples and the results of 8 hour TWA and 30-minute Excursion Limit determinations. Posted results shall include a synopsis of work activities for which the results are

representative. Records shall be made of each employee's personal monitoring results and the employee shall be notified of these results within 15 days either individually or by posting them in a central location in accordance with 29 CFR 1926.1101(f).

- D. All analytical results from the Contractor's air monitoring shall be posted at the work site entrance as soon as they become available and not more than 48 hours from the time in which the samples were taken.

Air Monitoring by the Owner:

- A. The Owner shall provide the services of an independent testing laboratory with qualified analysts and appropriate equipment to conduct sample analyses of area air samples using the methods prescribed in CFR 29 Part 1926 Section 1926.58 to include NIOSH Pub No. 84-100 Method 7400. Sampling performed in accordance with CFR 29 Part 1926 Section 1926.58 shall be performed by the Owners Representative. The Owners Representative shall perform final clearance air sampling utilizing Phase Contract Microscopy (PCM) analysis. For environmental quality control and final air clearance NIOSH Pub No. 84-100 Method 7400 (PCM) with optional confirmation of results by NIOSH Pub No. 84-100 Method 7402 Transmission Electron Microscopy (TEM) the mandatory EPA TEM Method specified at CFR 40 Part 763 shall be used. For environmental and final clearance samples, sampling will be conducted at a sufficient velocity and time to collect a sample volume necessary to establish the limit of detection of the method used at 0.01 f/cc. Asbestos fiber concentration confirmation of the total fiber concentration results of environmental, quality assurance and final air clearance samples, collected and analyzed by NIOSH Pub No. 84-100 Method 7400, may be conducted.

1. Sampling Prior to Asbestos Work

- a. The baseline air sampling shall be established one day prior to the masking and sealing operations for each abatement area site. The background shall be established by performing area sampling in similar but uncontaminated sites in the building. Pre-abatement (NIOSH Pub No. 84-100 Method 7400, PCM, and EPA TEM Method specified at CFR 40 Part 763) air samples shall be collected at a minimum of three locations. These locations are: outside the building, inside the building, but outside the abatement area perimeter and inside each abatement area. One sample shall be collected for every 185 square meters 2000 square feet of floor space. At least two sample locations shall be collected outside the building. The PCM samples shall be analyzed immediately; and if any result in fiber concentration greater than 0.01 f/cc, asbestos fiber concentration shall be confirmed using NIOSH Pub No. 84-100 Method 7402 (TEM) at Owner expense.

2. Sampling During Asbestos Abatement Work

- a. The Owner shall provide area air sampling as indicated in CFR 29 Part 1926 Section 1926.58, and meet state and local requirements. Area air sampling shall be conducted at least once every shift, close to the work in the containment area, outside the clean room entrance to the containment area, (outside air lock for mini and modified containment areas), inside the clean room (inside the air lock for mini and modified containment areas), outside the load-out unit exit, if used, and at the exhaust discharge point of the local exhaust system.

3. Sampling After Final Clean-Up (Clearance Sampling)

- a. Prior to conducting final air clearance sampling, the Contractor and the Owners Representative shall conduct a final visual inspection of the Contractor's final cleanup of the abated asbestos regulated work area as specified. Final clearance air monitoring shall not begin until acceptance of this final cleaning by the Owners Representative. The Owners Representative will provide area sampling of airborne fibers using air sampling techniques as defined in the EPA 560/5-85-024 or as otherwise required by Federal or state requirements.

4. Air Clearance Failure

- a. Should clearance-sampling results fail to meet the final clean-up requirements, the Contractor shall pay all costs associated with all required re-cleaning, re-sampling and analysis until final clean-up requirements are met.

3.13 SITE INSPECTION

- A. While performing asbestos removal work, the Contractor shall be subject to onsite inspection by the Owners Representative who may be assisted by or represented by quality assurance, safety and industrial hygiene personnel. If the work is found to be in violation of this specification, the Owner or his representative will issue a stop work order to be in effect immediately and until the violation is resolved. Standby time required to resolve the violation shall be at the Contractor's expense.

3.14 CLEAN-UP AND DISPOSAL

A. Housekeeping

1. Surfaces of the regulated work area shall be kept free of accumulation of asbestos-containing debris. Meticulous attention shall be given to restricting the spread of dust and debris during the abatement activities. HEPA filtered vacuum cleaners shall be used. The space shall not be blown down with compressed air.

B. Title to Materials

1. Material resulting from abatement work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of as specified in applicable local, state, and Federal regulations and herein.

C. Collection and Disposal of Asbestos

1. Asbestos waste, asbestos contaminated water, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing, shall be collected and placed in sealed leak-tight, containers (e.g. double 6-mil plastic bags), sealed 6-mil double wrapped polyethylene sheet, sealed fiberboard boxes or other approved containers. Waste within the containers must be wetted in case the container is breached. A warning and Department of Transportation (DOT) label shall be affixed or preprinted on each bag. Waste asbestos material shall be disposed of at an EPA, state and local approved asbestos landfill. For temporary storage, sealed impermeable containers shall be stored in asbestos waste load-out unit or in a storage/transportation conveyance (i.e.; dumpster, roll-off waste boxes, etc.) in a manner as accepted by and in an area as assigned by the Owner. Procedure for hauling and disposal shall comply with CFR 40 Part 61, Subpart M, and state, regional, and local standards.

D. Asbestos Waste Shipment Record

1. The Contractor shall complete and provide final completed copies of the Waste Shipment Record for all shipments of waste material as specified in CFR 40 Part 61, Subpart M and other required state waste manifest shipment records within 3 days of delivery to the landfill.

SECTION 010100 – INDEX TO DRAWINGS

TITLE SHEET:

- T1.1 TITLE SHEET, CODE ANALYSIS
- T1.2 INDEX TO DRAWINGS

ARCHITECTURAL DEMOLITION:

- D1.00 BASEMENT DEMOLITION PLAN
- D1.01 GROUND LEVEL DEMOLITION PLAN
- D1.1 FIRST FLOOR DEMOLITION PLAN
- D1.2 TYPICAL DEMOLITION PLAN, LEVELS 2017
- D1.3 18TH FLOOR DEMOLITION PLAN
- D1.4 ROOF DEMOLITION PLAN

- D2.00 BASEMENT DEMOLITION REFLECTED CEILING PLAN
- D2.01 GROUND LEVEL DEMOLITION REFLECTED CEILING PLAN
- D2.1 FIRST FLOOR DEMOLITION REFLECTED CEILING PLAN
- D2.2 TYPICAL DEMOLITION REFLECTED CEILING PLAN, LEVELS 2-17
- D2.3 18TH FLOOR DEMOLITION REFLECTED CEILING PLAN

ARCHITECTURAL:

- A1.00 BASEMENT FLOOR PLAN
- A1.01 GROUND LEVEL FLOOR PLAN
- A1.1 FIRST FLOOR PLAN
- A1.2 TYPICAL FLOOR PLAN - LEVELS 2-17
- A1.3 18TH FLOOR PLAN
- A1.4 ROOF PLAN

- A2.00 BASEMENT REFLECTED CEILING PLAN
- A2.01 GROUND LEVEL REFLECTED CEILING PLAN
- A2.1 FIRST FLOOR REFLECTED CEILING PLAN
- A2.2 TYPICAL REFLECTED CEILING PLANS, LEVELS 2-17
- A2.3 18TH FLOOR REFLECTED CEILING PLAN

- A3.1 DETAILS
- A3.2 DETAILS

- A8.0 FINISH SCHEDULE
- A8.1 FIRST FLOOR FINISH PLAN
- A8.2 TYPICAL FINISH PLANS, LEVEL 2-18

STRUCTURAL:

- S1.1 STRUCTURAL PLANS
- S1.2 STRUCTURAL DETAILS



MECHANICAL:

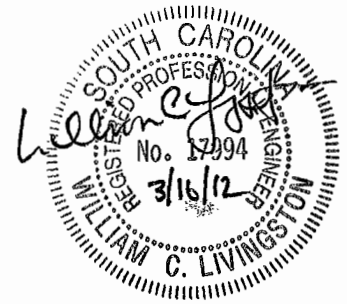
- MD1.00A BASEMENT FLOOR DEMOLITION PLAN – PHASE A
- MD1.01A GROUND FLOOR DEMOLITION PLAN – PHASE A
- MD1.1A FIRST FLOOR DEMOLITION PLAN – PHASE A
- MD1.2A TYPICAL FLOOR DEMOLITION PLAN – PHASE A
- MD1.3A ROOF DEMOLITION PLAN – PHASE A
- M1.00A BASEMENT FLOOR PLAN – PHASE A
- M1.01A GROUND FLOOR PLAN – PHASE A
- M1.1A FIRST FLOOR PLAN – PHASE A
- M1.2A TYPICAL FLOOR PLAN (LEVEL 2 – 17) – PHASE A
- M1.3A 18th FLOOR PLAN – PHASE A
- M1.4A ROOF PLAN – PHASE A
- M2.00A BASEMENT FLOOR PIPING PLAN – PHASE A
- M2.01A GROUND FLOOR PIPING PLAN – PHASE A
- M2.1A FIRST FLOOR PIPING PLAN – PHASE A
- M2.2A TYPICAL FLOOR PIPING PLAN (LEVEL 2 – 17) – PHASE A
- M2.3A 18th FLOOR PIPING PLAN – PHASE A
- M2.4A ROOF PIPING PLAN – PHASE A
- MD1.00B BASEMENT FLOOR DEMOLITION PLAN – PHASE B
- MD1.1B FIRST FLOOR DEMOLITION PLAN – PHASE B
- MD1.2B TYPICAL FLOOR DEMOLITION PLAN – PHASE B
- MD1.3B ROOF DEMOLITION PLAN – PHASE B
- M1.2B TYPICAL FLOOR PLAN (LEVEL 2 – 17) – PHASE B
- M1.3B 18th FLOOR PLAN – PHASE B
- M1.4B ROOF PLAN AND PENTHOUSE PLAN – PHASE B
- M2.00B BASEMENT FLOOR PIPING PLAN – PHASE B
- M2.2B TYPICAL FLOOR PIPING PLAN (LEVEL 2 – 17) – PHASE B
- M2.3B 18th FLOOR PIPING PLAN – PHASE B
- M2.4B ROOF PIPING PLAN – PHASE B
- M3.1 RISERS
- M3.2 PIPING DETAILS
- M4.1 NOTES AND SCHEDULES
- M4.2 DETAILS
- M4.3 DETAILS
- M4.4 DETAILS

PLUMBING:

- P1.00A BASEMENT FLOOR PLAN – PHASE A
- P1.01A GROUND FLOOR PLAN – PHASE A
- P1.1A FIRST FLOOR PLAN – PHASE A
- P1.2A TYPICAL FLOOR PLAN (LEVEL 2 – 17) – PHASE A
- P1.3A 18th FLOOR PLAN – PHASE A
- P1.4A ROOF PLAN – PHASE A, DETAILS, NOTES, SCHEDULE, AND LEGEND

ELECTRICAL:

- E1.00 GENERAL NOTES, LEGEND, SCHEDULES, AND DETAILS
- E1.01 POWER RISER DIAGRAM AND SCHEDULES
- E1.02 FIRE ALARM RISER DIAGRAMS AND DETAILS



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E2.00A	ELECTRICAL PLANS – SUB-BASEMENT LEVEL	PHASE A
E2.00B	ELECTRICAL PLANS – SUB-BASEMENT LEVEL	PHASE B
E2.01A	ELECTRICAL PLANS – BASEMENT LEVEL	PHASE A
E2.10A	ELECTRICAL PLANS- FIRST FLOOR LEVEL	PHASE A
E2.20A	ELECTRICAL PLANS – 2 ND THRU 18 TH FLOORS	PHASE A
E2.20B	ELECTRICAL PLANS – 2 ND THRU 18 TH FLOORS	PHASE B
E2.30A	ELECTRICAL PLANS – ROOF AND PENTHOUSE	PHASE A
E2.30B	ELECTRICAL PLANS – ROOF AND PENTHOUSE	PHASE B
E3.01A	LIGHTING PLANS – BASEMENT LEVEL	PHASE A
E3.10A	LIGHTING PLANS – FIRST FLOOR LEVEL	PHASE A
E3.20A	LIGHTING PLANS – 2 ND THRU 12 TH FLOORS	PHASE A
E3.20B	LIGHTING PLANS – 2 ND THRU 12 TH FLOORS	PHASE B
E3.21A	LIGHTING PLANS – 13 TH THRU 17 TH FLOORS	PHASE A
E3.21B	LIGHTING PLANS – 13 TH THRU 17 TH FLOORS	PHASE B
E3.22A	LIGHTING PLANS – 18 TH FLOOR	PHASE A
E3.22B	LIGHTING PLANS – 18 TH FLOOR	PHASE B
E4.00A	FIRE ALARM PLANS – SUB-BASEMENT LEVEL	PHASE A
E4.01A	FIRE ALARM PLANS – BASEMENT LEVEL	PHASE A
E4.10A	FIRE ALARM PLANS – FIRST FLOOR LEVEL	PHASE A
E4.20A	FIRE ALARM PLANS – 2 ND THRU 18 TH FLOORS	PHASE A
E4.30A	FIRE ALARM PLANS – ROOF AND PENTHOUSE	PHASE A
E4.30B	FIRE ALARM PLANS – ROOF AND PENTHOUSE	PHASE B
E5.20A	COMMUNICATION PLANS – 2 ND THRU 18 TH FLOORS	PHASE A



FIRE PROTECTION:

FP1.1A	TYPICAL FLOOR PLAN (LEVEL 2 – 18) AND NOTES – PHASE A
FP1.1B	TYPICAL FLOOR PLAN (LEVEL 2 – 18) AND NOTES – PHASE B

END OF SECTION 010100

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Phased construction.
- 4. Work by Owner.
- 5. Access to site.
- 6. Work restrictions.
- 7. Specification and drawing conventions.

- B. Related Sections include the following:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification:

- 1. University of South Carolina, South Tower Mechanical Renovations.
- 2. State Project Number: H27-6082-NA.
- 3. Engineer's Project Number: 11360.
- 4. Project Location:
 - South Tower
 - 614 Bull Street
 - Columbia, SC 29208

- B. Owner: University of South Carolina.

- 1. Owner's Representative: Peter Fisher, USC Campus Planning & Construction. 803-777-9346.

- C. Engineer: Swygert & Associates, Consulting Engineers. 1315 State Street, Cayce, SC 29033.
Contact: Bill Livingston. 803-791-9300 (phone) 803-791-0830 (fax).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Mechanical renovations including asbestos abatement, roofing demolition and installation of new roofing, removal of existing hvac equipment, ductwork and piping and installation of new hvac equipment, ductwork and piping, and electrical, fire alarm, fire sprinkler, and interior finishes work.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in two (2) phases, with each phase substantially complete as indicated.
 - 1. Phase-A: Includes all Work designated on the Drawings as being accomplished in Phase-A. Work in this phase shall commence on May 07, 2012. This phase of the project must be Substantially Complete on Floors 18 through 09 by July, 09, 2012 and must be Substantially Complete on Floors 08 through SB (Sub-Basement) by July 16, 2012. Final Completion must be reached by July 31, 2012.
 - 2. Phase-B: Includes all Work designated on the Drawings as being accomplished in Phase-B. Work in this phase shall commence on May 06, 2013. This phase of the project must be Substantially Complete on Floors 18 through 09 by July, 08, 2013 and must be Substantially Complete on Floors 08 through SB (Sub-Basement) by July 15, 2013. Final Completion must be reached by July 31, 2013.
- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement, and completion dates for all phases of the Work.

1.6 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will perform the following work at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
 - 1. Prior to the commencement of Phase-B Work, the Owner will remove and store off-site all non-built-in furniture from the resident rooms.
- C. Subsequent Work: Owner will perform the following additional work at Project site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
 - 1. After Substantial Completion of Phase-B Work, the Owner will clean all resident rooms and reinstall furniture in all resident rooms.

1.7 ACCESS TO SITE

- A. General: Contractor shall have full use of the Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways, and Entrances: Keep driveways, loading areas, walkways, and entrances serving premises clear and available to Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless otherwise authorized by the Owner.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: The existing building and project site will be available to the Contractor on a 24-hour/7-days a week basis.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Controlled Substances: The use of tobacco products and other controlled substances within the existing building or on the Project site is not permitted.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33- 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 use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1.

1. Description: Floor tile and mastic removal.
2. Unit of Measurement: Square feet.

B. Unit Price No. 2.

1. Description: Mastic removal under carpet.
2. Unit of Measurement: Square feet.

C. Unit Price No. 3.

1. Description: Pipe insulation removal.
2. Unit of Measurement: Linear feet.

D. Unit Price No. 4.

1. Description: Mudded elbow and joint removal.
2. Unit of Measurement: Glove bag.

E. Unit Price No. 5.

1. Description: Ductwork removal.
2. Unit of Measurement: Square feet.

F. Unit Price No. 6.

1. Description: Drywall removal.
2. Unit of Measurement: Square feet.

G. Unit Price No. 7.

1. Description: Textured ceiling material removal.
2. Unit of Measurement: Square feet.

H. Unit Price No. 8.

1. Description: Sheet flooring/mastic removal.
2. Unit of Measurement: Square feet.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Provide and install new LED lighting fixtures in student resident rooms as indicated on the electrical drawings and in the electrical lighting fixture schedule.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on OSE Document SE-480.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on OSE Document SE-420. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Show each Change Order as a new line item or a separate sheet.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

- C. Payment Application Times: Progress payments shall be submitted to Architect by the twenty-fifth day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule.
 - 4. Products list.
 - 5. Schedule of unit prices.
 - 6. Submittals Schedule.
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 10. Initial progress report.
 - 11. Report of preconstruction conference.
 - 12. Certificates of insurance and insurance policies.

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after Notice to Proceed. Hold the

conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
3. Minutes: Architect will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.

- h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.

- 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals (for specific trades as needed during course of the project). Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.

- 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: as agreed upon.
1. Identify each page of attachments with the RFI number and sequential page number.

- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

University of South Carolina
South Tower Mechanical Renovations
PART 2 - PRODUCTS (Not Used)

H27-6082-NA

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Adjust list below to suit Project.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.

- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule on CD-R and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- C. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- D. Weekly Construction Reports: Submit two copies at weekly intervals.
- E. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing, work stages, interim milestones and partial Owner occupancy.
 - 4. Review schedule for work of Owner's separate contracts.
 - 5. Review time required for review of submittals and resubmittals.
 - 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 7. Review time required for completion and startup procedures.
 - 8. Review and finalize list of construction activities to be included in schedule.
 - 9. Review submittal requirements and procedures.
 - 10. Review procedures for updating schedule.

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Final Submittal: Submit schedule of submittals no later than 3 days following the Notice to Proceed.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial and Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 14 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Partial occupancy before Substantial Completion.
 - b. Use of premises restrictions.
 - c. Seasonal variations.
 - d. Environmental control.
 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.

- k. Curing.
 - l. Startup and placement into final use and operation.
7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and significant interim milestones:
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for construction.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
- 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 7 days after date established for commencement of the Work.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.

- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals for a fee of \$50 per sheet requested.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 14 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 14 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.

- l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use AIA Document G810 or other form that is acceptable to Engineer.
 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "No Exceptions Taken" or "Make Corrections Noted".
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "No Exceptions Taken".

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. Contractor will sign release of liability form and will pay Engineer \$50/sheet requested in advance.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Submit all submittals directly to Engineer.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit seven copies of Product Data, unless otherwise indicated. Engineer will return four copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.

- b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit six opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit eight copies where copies are required for operation and maintenance manuals. Engineer will retain three copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer, will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer, will return one copy.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.

3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer, except as required in "Action Submittals" Article.
1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit seven copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. See Specification Sections on Drawings for developing a schedule of required tests and inspections.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

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

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and

inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.
 - a. Allow three days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 33.

1.7 QUALITY CONTROL

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

- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Engineer, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
 - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner. See Division 01 Section "Special Inspections and Testing" or specification sections indicated on the Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

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

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dps.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.nibs.org	(215) 697-6257 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	

MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-6257
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

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

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155

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ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020

AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society	(800) 443-9353

	www.aws.org	(305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604

CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(770) 972-3011
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)	41 21 345 35 35

www.fivb.ch

FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FMG)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	

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IBF	International Badminton Federation www.intbadfed.org	(6-03) 9283-7155
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (713) 407-3500
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	

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LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (804) 314-8955
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222

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NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association	(888) 846-7622

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	www.nrmca.org	(301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek) www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association)	

(Now TRI)

SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings	(877) 281-7772

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South Tower Mechanical Renovations

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	www.sspc.org	(412) 281-2331
STI	Steel Tank Institute www.steel tank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrassod.org	(847) 649-5555
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651

WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

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

BOCA	BOCA International, Inc. (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc.	(800) 423-6587

www.icc-es.org

(562) 699-0543

SBCCI Southern Building Code Congress International, Inc.
(See ICC)

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

CE Army Corps of Engineers
www.usace.army.mil

CPSC Consumer Product Safety Commission (800) 638-2772
www.cpsc.gov (301) 504-7923

DOC Department of Commerce (202) 482-2000
www.commerce.gov

DOD Department of Defense (215) 697-6257
<http://.dodssp.daps.dla.mil>

DOE Department of Energy (202) 586-9220
www.energy.gov

EPA Environmental Protection Agency (202) 272-0167
www.epa.gov

FAA Federal Aviation Administration (866) 835-5322
www.faa.gov

FCC Federal Communications Commission (888) 225-5322
www.fcc.gov

FDA Food and Drug Administration (888) 463-6332
www.fda.gov

GSA General Services Administration (800) 488-3111
www.gsa.gov

HUD Department of Housing and Urban Development (202) 708-1112
www.hud.gov

LBL Lawrence Berkeley National Laboratory (510) 486-4000
www.lbl.gov

NCHRP National Cooperative Highway Research Program
(See TRB)

NIST National Institute of Standards and Technology (301) 975-6478
www.nist.gov

OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

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

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Resource Development http://txforestsERVICE.tamu.edu	(936) 639-8180

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution Requirements" for progress cleaning requirements.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1.4 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

- C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Waste handling procedures.
 - 4. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for connecting to electric service. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.
- B. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 791 Test Method 2.

2.2 TEMPORARY FACILITIES

- A. Field Offices: Not required. Contractor will have use of existing building for field office operations.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. Isolation of Work Areas Adjacent to Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas of existing.
 - 1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
- B. General: Install temporary service or connect to existing service.
 - 1. Arrange with Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Arrange parking for construction personnel vehicles with the Owner.
- D. Temporary Signs: Install signs to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01700 "Execution Requirements."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure (Construction) Fence: Before construction operations begin, furnish and install site enclosure (construction) fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations. See Drawings for extent of fencing and coordinate exact fencing layout with Architect / Owner.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "References" for applicable industry standards for products specified.
 - 2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Divisions 02 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 3 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or 3 days of receipt of additional information or documentation, whichever is later.

- a. Form of Acceptance: Change Order.
- b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
- b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

- 1. Construction layout.
- 2. Field engineering and surveying.
- 3. General installation of products.
- 4. Progress cleaning.
- 5. Starting and adjusting.
- 6. Protection of installed construction.
- 7. Correction of the Work.

- B. Related Sections include the following:

- 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
- 2. Division 01 Section "Submittal Procedures" for submitting surveys.
- 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Final Property Survey: Submit 3 copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 017000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- 1. Inspection procedures.
- 2. Warranties.
- 3. Final cleaning.

- B. Related Sections include the following:

- 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- 2. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
- 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 4. Divisions 02 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Advise Owner of pending insurance changeover requirements.
- 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 7. Complete final cleaning requirements.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Include the following information at the top of each page:
 - a. Project name, Date, Name of Architect, Name of Contractor, Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces.
 - f. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017830 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD (AS BUILT) DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Revisions to routing of piping and conduits.
 - e. Revisions to electrical circuitry.
 - f. Actual equipment locations.
 - g. Changes made by Change Order or Construction Change Directive.
 - h. Changes made following Architect's written orders.
 - i. Details not on the original Contract Drawings.
 - j. Field records for variable and concealed conditions.
 - k. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on each sheet.
 2. Identification: As follows:
 - a. Date.
 - b. Designation "PROJECT RECORD DRAWINGS."
 - c. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes.
- B. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- C. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017830

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

- 1. Division 1 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Division 1 Section "Special Conditions and Requirements" for Asbestos Abatement Specification.
- 3. Division 23 and 33 Sections for items to be removed, stored, and reinstalled.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at project site unless otherwise notified. Time and date to be coordinated with Owner and Architect.
1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are coordinated with Division 1, Section 01100 – Summary.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of portions of existing building.
- B. Predemolition Photographs or Video: Submit before Work begins.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in building and structure to be selectively demolished. A report on the presence of hazardous materials is included in the Contract Documents for review and use. Examine report to become aware of locations where hazardous materials are present.
1. Hazardous material remediation is specified elsewhere in the Contract Documents. See Division 1 Section "Special Conditions and Requirements" for Asbestos Abatement Specification.

2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents. See Division 1 Section "Special Conditions and Requirements" for Asbestos Abatement Specification.
- E. Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by 6 inches or more.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. If desired, review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or videotapes.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Coordinate selective demolition with Owner's representative.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or

small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.

- B. Existing Items to Remain: Protect existing construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 027320 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 01 Section "Selective Structure Demolition" for demolition of selected portions of the building.
 - 2. Divisions 2 through 23 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 7 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut structural elements without Architect's approval.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Conveying systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 027320

SECTION 033000 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with conditions of the Contract and Division 1 Specification Sections.
- B. Product Data: For each type of manufactured material and product, including forming and reinforcement accessories, admixtures, waterstops, joint systems, joint fillers, curing compounds, and others if requested.
- C. Design Mixes: For each concrete mix.
 - 1. Provide laboratory tests of materials and mix design tests.
 - 2. Indicate amounts of mix water, if any, to be withheld for later addition at Project site.
 - 3. Specify the location of the batch plant where the concrete will be mixed and the approximate distance from the job site.
- D. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, spacings, bent bar diagrams, arrangement, and supports of concrete reinforcement.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete work similar to that indicated for this Project with a record of successful in-service performance.

- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Source Limitations: Obtain each type of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each type of admixture from the same manufacturer.
- D. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
 - 1. ACI 301, "Specification for Structural Concrete."
 - 2. ACI 318, "Building Code Requirements for Structural Concrete."
 - 3. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material.
- B. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, unless otherwise indicated.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no metal closer than 1 inch to the plane of the exposed concrete surface.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706, deformed.

- C. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
 - 2. Precast concrete supports or concrete bricks may be used only for concrete members cast on earth. Reinforcement shall be wire-tied to these type supports periodically to prevent it from becoming dislodged during concrete placement.

2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
- B. Fly Ash: ASTM C 618, Class C or F.
- C. Normal Weight Aggregate: ASTM C 33.
- D. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
- E. Water-Reducing Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing Retarding Admixture: ASTM C 494, Type D.

2.6 CURING MATERIALS

- A. Contractor shall verify that curing and sealing materials applied to floor slabs are compatible with all floor stains, coatings, tile, and other finish materials.

- B. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to exposed concrete slab surfaces for temporary protection from rapid moisture loss.
- C. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry. (Burleen non-staining mats).
- D. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B. Acceptable products include, but are not limited to:
 - 1. 1100-CLEAR, W.R. Meadows, Inc.
 - 2. W.B. Resin Cure, Conspec Marketing & Manufacturing Co., Inc.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.7 RELATED MATERIALS

- A. Expansion and Isolation Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber. Thickness 1/2 inch unless otherwise indicated. Acceptable products include:
 - 1. Fibre Expansion Joint, W.R. Meadows, Inc.
- B. Latex Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Epoxy Anchoring Adhesive: ASTM C 881, two-component epoxy resin, supplied in manufacturer's standard side-by-side cartridge and dispensed through a mixing nozzle supplied by the manufacturer, of class and grade to suit requirements.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.

2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109.
- B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109.

2.9 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
1. Proportion normal weight structural concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
1. Fly Ash: 25 percent.
- D. Maximum Slump:
1. Concrete containing high-range water-reducing admixture (superplasticizer): 8 inches, after admixture is added to concrete with 2 to 4 inch slump.
 2. Other concrete: 4 inches, plus or minus one inch.
- E. 28-Day Compressive Strength: As indicated.
- F. Air Content: In exterior concrete which is exposed to weather, add air-entraining admixture to result in concrete at point of placement having an air content of 5.5 percent within a tolerance of plus 1 or minus 1.5 percent. Footings and other subterranean concrete do not require air-entrainment.
- G. Do not air entrain concrete in trowel-finished interior floors and suspended slabs except where air entrainment is required to achieve specified unit weights for lightweight concrete. Do not allow entrapped air content in non-air-entrained concrete to exceed 3 percent.
- H. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- I. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."
- B. In walls, slabs, and beams where runs of continuous bars too long to be fabricated from single bars, fabricate reinforcing so that lap splices in alternate bars are staggered.

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Job site mixing is not permitted.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 2. Class D, 1/2 inch for rough-formed finished surfaces which will be permanently concealed from view.
- D. Construct forms tight enough to prevent loss or leakage of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1 vertical to 1.5 horizontal.
 1. Install keyways, reglets, recesses, and the like, for easy removal.
 2. Do not use rust-stained steel form-facing material

- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, water, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.
- B. Conduits, Pipes, and Sleeves: Conduits are not permitted in elevated slabs or slabs on grade. Conduits, pipes and sleeves shall be permitted to be embedded in other concrete elements only with approval of the Structural Engineer. Embedded items must meet the following requirements:
 - 1. Conduits, pipes and sleeves shall be made only of materials not harmful to concrete. Aluminum is not permitted.
 - 2. Diameter of items shall not be larger than 1/3 the thickness of the wall, footing, or beam in which they are embedded.
 - 3. Items shall not be spaced closer than 3 diameters on center.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained. Retaining walls and basement walls may not be backfilled until after 7 days minimum and after the concrete has achieved 75 percent of 28-day design compressive strength as verified by compression test results.

- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that support weight of concrete in place until concrete has achieved at least 75 percent of 28-day design compressive strength.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. In walls, slabs, and beams where runs of continuous bars too long to be fabricated from single bars, install reinforcing so that lap splices in alternate bars are staggered.
- D. Before concrete is placed, accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. "Wet-sticking" of dowels and other reinforcing is not permitted. Do not weld or tack weld reinforcing bars unless indicated on the drawings or authorized by the Structural Engineer.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets so that length of overlap measured between outermost cross wires of each fabric sheet is not less than one spacing of cross wires plus 2 inches. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- G. Where blockouts are formed in slabs, unless otherwise indicated provide two #4 diagonal bars, 4'-0" long, at each corner of the blockout in the middle of the depth of the slab.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless water has been withheld from the mix for this purpose.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.

1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 2. Maintain reinforcement in position on chairs during concrete placement.
 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When the average daily outdoor temperature is expected to fall below 40 deg F for three successive days, or when freezing temperatures may occur during the first 24 hours after concrete placement, deliver and maintain concrete temperature within the temperature range required by ACI 306.1. The average daily outdoor temperature is the average of the highest and lowest temperature during the period from midnight to midnight.
 2. Uniformly heat water and/or aggregates before mixing to obtain a concrete mixture temperature at point of placement within the temperature range required by ACI 306.1.
 3. Temperatures specified to be maintained shall be those measured at the concrete surface, whether the surface is in contact with formwork, insulation, or air.
 4. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 5. Do not use salt or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
 6. Do not use calcium chloride.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is included in calculation of total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
- B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view, to receive a rubbed finish, or to be covered with a coating material applied directly to the concrete. This is the concrete surface imparted by selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Keep surfaces damp for at least 36 hours after rubbing.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: All slabs shall first receive a float finish. Machine floating shall not be used until the concrete surface will support a finisher on foot without more than a 1/4 inch indentation.
- C. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, wood flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, stain, or another thin film-finish coating system.
 - 2. On lightweight concrete slabs containing entrained air, machine floating shall be started as late as possible and hard and prolonged troweling shall be avoided.
 - 3. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot-long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 1/8 inch.
- D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.8 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes, beam pockets and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss exceeding 0.1 pounds per square foot per hour, based on chart in ACI 305R, before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period of seven days.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period of seven days.
- F. Remove curing and sealing materials from floor slabs, without damaging concrete surfaces, by method recommended by curing and sealing manufacturer after the curing period in areas where floor stains,

coatings, tile, and other floor finish materials are to be applied if recommended by the floor finish manufacturer.

3.10 BONDING NEW CONCRETE TO EXISTING CONCRETE

- A. At locations where new concrete is placed adjacent to existing concrete, unless indicated otherwise, clean and roughen the face of the existing concrete and provide a bonding agent in accordance with the manufacturer's recommendations.

3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Concrete which will be exposed to view in the finished structure shall be restored to its original intended appearance or shall be removed and replaced. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension, down to solid concrete but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at an inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness by using a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to

- produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.12 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd., plus one set for each additional 50 cu. yd. more than the first 25 cu. yd.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for a given concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143; one test at point of placement for each composite sample. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample of air-entrained concrete.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 90 deg F and above.
 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39; test one laboratory-cured specimen at 7 days two at 28 days, and hold one specimen in reserve for later testing if necessary.

- a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, Structural Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project name, date of concrete placement and testing, location of concrete batch in Work, mix identification including design compressive strength at 28 days, slump, compressive breaking strength, and type of break for both 7-and 28-day tests. Air content and concrete temperature results shall also be provided when applicable.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive devices will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Special inspector shall make additional tests of concrete at Contractor's expense when test results indicate that slump, air entrainment, compressive strength, or other requirements have not been met, as directed by Architect. Special inspector may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect. Contractor shall fill core-drilled holes with non-shrink grout unless directed otherwise by Architect.

END OF SECTION 033000

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 3 Section "Cast-in-Place Concrete" for installing anchor bolts in concrete.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified.
- C. Shop Drawings detailing fabrication of structural steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 - 3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted snug-tightened, pretensioned, or slip-critical connections.
- D. Welding Certificates: Copies of certificates for welding procedures and personnel.
- E. Manufacturer's certificates of compliance certifying that their products, including the following, comply with requirements.
 - 1. Weld filler materials for both shop and field welding.
 - 2. Twist-off type tension control bolts.
 - 3. Nonshrink grout.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar to this Project with a record of successful in-service performance.
- B. Comply with applicable provisions of the following specifications and documents:

1. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
2. AISC's "Load and Resistance Factor Design (LFRD) Specification for Structural Steel Buildings."
3. AISC's "Seismic Provisions for Structural Steel Buildings."
4. ASTM A 6 "Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use."
5. Research Council on Structural Connections' (RCSC) "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

C. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel."

1. Present evidence that each welder has satisfactorily passed AWS qualification tests for welding processes involved.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver structural steel to Project site in such quantities and at such times to ensure continuity of installation.
- B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from deterioration.
 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusted before use.
 2. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures.

1.6 SEQUENCING

- A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting templates and instructions as required for installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Structural Steel Shapes, Plates, and Bars: As follows:
 1. Wide Flange Shapes and Tees: ASTM A 992.
 2. Other Shapes, Plates and Bars: ASTM A 36.
 3. Plate Where Indicated 50 ksi: ASTM A572, Grade 50.
- B. Cold-Formed Structural Steel Tubing: ASTM A 500, Grade B.
- C. Steel Pipe: ASTM A 53, Type E or S, Grade B.
- D. Anchor Rods, Nuts, and Washers: As follows:

1. Anchor Rods: ASTM F 1554, Grade 36, conforming to weldability supplement S1.
2. Nuts: ASTM A 563, heavy hex carbon steel nuts.
3. Washers: ASTM A 36, carbon steel plate washers in accordance with Table 14-2 of AISC's "Manual of Steel Construction, Load and Resistance Factor Design", Third Edition, 1/4 inch plate thickness for anchor rods up to 1 inch diameter, 3/8 inch plate thickness for anchor rods larger than 1 inch diameter.

E. High-Strength Bolts, Nuts, and Washers: As follows:

1. All bolts shall be of domestic manufacture.
2. Bolts: ASTM A 325, Type 1, heavy hex steel structural bolts.
3. Nuts: ASTM A 563, heavy hex carbon steel nuts.
4. Washers: ASTM F 436, flat, circular carbon steel washers.
5. Twist-Off Type Tension Control Bolts: ASTM F 1852, Type 325.
6. Finish: Plain, uncoated.

F. Threaded Rods: ASTM A 36.

G. Welding Electrodes: Comply with AWS requirements.

1. Electrodes shall be E70XX.
2. All electrodes for welding ASTM A 992 steel shall be low hydrogen electrodes with a maximum of 16 ml of diffusible hydrogen per 100 g of deposited weld metal.

2.2 PRIMER

- A. Primer for Exterior Steel Exposed to View: SSPC Paint 25 BCS, Type II, zinc oxide, alkyd, linseed oil primer.
- B. Primer for Other Steel: Nonasphaltic primer complying with SSPC's "Painting System Guide No. 7.00."
- C. Primer color may be selected by contractor, however only one single color of primer may be incorporated in the Work.
- D. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds and repair painting galvanized steel, which will provide a dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time. Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
 1. Five Star Grout; U.S. Grout Corp.
 2. Masterflow 713; Master Builders.
 3. Sonneborn Sonogrout 10K; ChemRex, Inc.
 4. NS Grout, Euclid Chemical Company.

5. SC Multipurpose Grout, SpecChem, LLC.
6. Enduro 50; Conspec.

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
 1. Camber structural steel members where indicated.
 2. Mark and match-mark materials for field assembly.
 3. Fabricate for delivery a sequence that will expedite erection and minimize field handling of structural steel.
 4. Complete structural steel assemblies, including welding of units, before starting shop-priming operations.
 5. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.
 6. Welds which will be exposed to view in the completed structure shall have a neat and uniform appearance. Such welds shall be continuous, not intermittent.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 1. Plane thermally cut edges to be welded.
- C. Headed Shear Connectors: Prepare steel surfaces as recommended by manufacturer of headed shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's printed instructions.
- D. Joists: Where joists are supported by steel columns or are bolted to steel framing, or where stabilizer plates are required for joist bottom chords, coordinate the steel details with the joist supplier. Provide required supports, holes, and stabilizer plates as required by joist supplier.
- E. At roof edges where joist extensions occur to support a continuous edge angle or bent plate, extend the top portion of beams which are parallel with joists same as the adjacent joist extensions unless indicated otherwise.
- F. Holes: Provide holes required for securing other work to structural steel framing and for passage of other work through steel framing members.
 1. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning.

2.5 SHOP CONNECTIONS

- A. Shop install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
 1. Bolts: ASTM A325 high-strength bolts, unless otherwise indicated.
 2. Connection Type: Snug tightened, unless indicated as pretensioned or slip-critical.

- B. Welded Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.

- 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.

2.6 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:

- 1. Surfaces embedded in concrete.
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be high-strength bolted with slip-critical connections.
 - 4. Surfaces to receive sprayed-on fireproofing.
 - 5. Top flanges of beams to receive field welded headed shear connectors.
 - 6. Galvanized surfaces.

- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust, loose mill scale, and spatter, slag, or flux deposits. Prepare surfaces according to SSPC specifications as follows:

- 1. Exterior Steel Exposed to View: SSPC-SP 6 "Commercial Blast Cleaning."
 - 2. Other Steel: SSPC-SP 1 "Solvent Cleaning", followed by SSPC-SP 2 "Hand Tool Cleaning."
 - 3. Faying surfaces and surfaces adjacent to bolt heads and nuts shall be free of dirt and foreign material. Faying surfaces at slip-critical connections shall also be free of scale, except tight mill scale, and free of coatings, including inadvertent overspray.

- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.7 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel indicated for galvanizing according to ASTM A123.

- B. Galvanize all steel to be installed at the roof level and other items as indicated.

- C. Where tubes or pipes in exterior elements exposed to the weather have vent holes for galvanizing, the vent holes shall be closed using plug welds and then ground smooth and flush. Holes shall be closed after galvanizing and then painted with galvanizing repair paint.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before erection proceeds, verify elevations of concrete and masonry bearing surfaces and locations of anchorages for compliance with requirements.

- B. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC specifications referenced in this Section.
- B. Base Plates and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base plates and bearing plates for structural members on wedges, shims, or leveling nuts as required.
 - 2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
 - 3. Grout solidly between bearing surfaces and plates so no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
 - a. Comply with manufacturer's instructions for proprietary grout materials.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
- E. Splice members only where indicated.
- F. Remove welded identification tags, erection bolts and clips on all steel which will be exposed to view in the completed structure; fill holes with plug welds; and grind smooth at exposed surfaces. Remove paper tags and stickers which will interfere with or show through painting.
- G. Finish sections thermally cut during erection equal to a sheared appearance.
- H. Do not enlarge unfair holes in members by burning or by using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. Install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
 - 1. Bolts: ASTM A325 high-strength bolts, unless otherwise indicated.
 - 2. Connection Type: Snug tightened, unless indicated as pretensioned or slip-critical.
 - 3. Tensioned bolts: For bolted connections indicated as pretensioned or slip-critical, use twist-off type tension control bolts.
- B. Welded Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Comply with AISC specifications referenced in this Section for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
 - 3. Welds which will be exposed to view in the completed structure shall have a neat and uniform appearance. Such welds shall be continuous, not intermittent.
 - 4. Shielded Metal Arc Welding (SMAW) or Flux Cored Arc Welding (FCAW) are acceptable welding processes for shop or field welding. Different welding processes shall not be mixed at welds in moment connections.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform field inspections and tests and to prepare test reports.
 - 1. Special inspector will conduct and interpret tests and state in each report whether tested Work complies with or deviates from requirements.
- B. Contractor shall ensure that no items which are to be tested or inspected are covered up by earth, concrete, deck or other materials before testing and inspection are complete.
- C. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
- D. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- E. Periodically inspect steel frame joint details for compliance with approved construction documents.
- F. All field-welded bracing connections shall be inspected according to AWS D1.1 and the inspection procedures listed below.
 - 1. Visually inspect all fillet welds at bracing connections.
 - 2. Verify size and lengths of fillet welds against requirements indicated on the structural drawings.
 - 3. Contractor shall ensure that inspections are completed before any bracing connections are covered with concrete or any other material.

- G. Provide continuous visual inspection of all multi-pass fillet welds, all single-pass fillet welds greater than 5/16", and all complete and partial penetration groove welds. Provide periodic visual inspection of single-pass fillet welds less than or equal to 5/16".

3.6 CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Apply paint to exposed areas using same material as used for shop painting.
 - 1. Apply by brush or spray to provide a minimum dry film thickness of 1.5 mils.
- B. Galvanized Surfaces: All exposed galvanized surfaces which have been damaged by shipping, handling, welding or other operations shall be repaired. Surfaces to be repaired shall be clean, dry, and free of oil, grease, welding slag or flux and corrosion products. Apply galvanizing repair paint according to ASTM A 780 and the manufacturer's instructions to attain the required dry-film thickness.

END OF SECTION 051200

SECTION 055000 - METAL FABRICATIONS

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. Steel framing and supports for mechanical and electrical equipment.
 - 2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
 - 3. Metal soffit enclosures.
- B. Related Sections include the following:
 - 1. Division 05 Section "Structural Steel Framing" as noted on Structural Drawings.

1.3 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal fabrications.
 - 1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
 - 2. Provide templates for anchors and bolts specified for installation under other Sections.
 - 3. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1, "Structural Welding Code--Steel."
 - 2. AWS D1.2, "Structural Welding Code--Aluminum."
 - 3. AWS D1.3, "Structural Welding Code--Sheet Steel."
 - 4. AWS D1.6, "Structural Welding Code—Stainless Steel."

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.

1.6 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Coordinate installation of steel weld plates and angles for casting into concrete that are specified in this Section but required for work of another Section. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.2 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- C. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.
- D. Cast Iron: ASTM A 48/A 48M, Class 30, unless another class is indicated or required by structural loads.
- E. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666, Type 304.
- F. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

2.3 NONFERROUS METALS

- A. Aluminum Plate, Sheet, and Tubes: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.
- B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.
- C. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

2.4 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, nuts and, where indicated, flat washers; ASTM F 593 (ASTM F 738M) for bolts and ASTM F 594 (ASTM F 836M) for nuts, Alloy Group 1 (A1).
- D. Anchor Bolts: ASTM F 1554, Grade 36.
 - 1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.
- E. Eyebolts: ASTM A 489.
- F. Machine Screws: ASME B18.6.3 (ASME B18.6.7M).
- G. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- H. Wood Screws: Flat head, ASME B18.6.1.
- I. Plain Washers: Round, ASME B18.22.1 (ASME B18.22M).
- J. Lock Washers: Helical, spring type, ASME B18.21.1 (ASME B18.21.2M).
- K. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
 - 1. Material for Anchors in Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material for Anchors in Exterior Locations: Alloy Group 1 (A1) stainless-steel bolts complying with ASTM F 593 (ASTM F 738M) and nuts complying with ASTM F 594 (ASTM F 836M).

2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Shop Primers: Provide primers that comply with Division 09 painting Sections.
- C. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
 - 1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. Galvanizing Repair Paint: High-zinc-dust-content paint for reglvanizing welds in steel, complying with SSPC-Paint 20.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- F. Neoprene Washers and Spacers as required for separating dissimilar metals.
- G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.

- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
 - 1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.
- C. Galvanize miscellaneous framing and supports where indicated.

2.8 METAL SOFFIT ENCLOSURES

- A. Fabricate units from aluminum sheet, 0.080 inch thickness.
- B. Fabricate to sizes, shapes, and profiles indicated on the Drawings.
- C. Shop prime and paint units.

2.9 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with not less than two integrally welded steel strap anchors for embedding in concrete.

2.10 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

C. Galvanize exterior miscellaneous steel trim and interior miscellaneous steel trim, where indicated.

2.11 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

2.12 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:

1. ASTM A 123/A 123M, for galvanizing steel and iron products.
2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:

1. Exteriors (SSPC Zone 1B) and Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."

C. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

2.13 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. As-Fabricated (Mill) Finish: AA-M10 (Mechanical Finish: as fabricated, unspecified).

C. Shop Priming of Aluminum Fabrications: Provide primers that comply with Section 099123 Interior Painting.

D. Shop Painting of Aluminum Fabrications: Provide paint that complies with Section 099123 Interior Painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 09 painting Sections.

- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

SECTION 064020 - INTERIOR ARCHITECTURAL WOODWORK

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. Interior standing and running trim.
2. Hardwood veneer plywood paneling.
3. Cabinet hardware.
4. Wood furring, blocking, and shims for installing woodwork items.

- B. Related Sections include the following:

1. Division 09 Section "Interior Painting" for final finishing of installed architectural woodwork.

1.3 DEFINITIONS

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, including cabinet hardware and accessories, finishing materials and processes.

- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets and other items installed in architectural woodwork.

- C. Samples for Verification:

1. Veneer-faced panel products with or for transparent finish, 5 by 7 inches, for each species and cut. Include at least one face-veneer seam and finish as specified.
 2. Exposed cabinet hardware and accessories, one unit for each type of lock indicated.
- D. Product Certificates: For each type of product, signed by product manufacturer.
- E. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.
- F. Qualification Data: For installer and fabricator.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance, with a minimum, of 5 years documented experience. Shop is a certified participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Certified participant in AWI's Quality Certification Program.
- C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
1. Provide AWI Quality Certification Program labels and certificates indicating that woodwork, including installation, complies with requirements of grades specified.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.
- B. Coordinate tolerance and rough-in requirements for appliances, with manufacturer's cut sheets, supplied by General Contractor or Owner. Indicate verified dimensions on Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species for Transparent Finish: Southern Pine.
- C. Wood Products: Comply with the following:
 1. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

2.2 CABINET HARDWARE AND ACCESSORIES

General: Provide cabinet hardware and accessory materials associated with architectural cabinets. All exposed hardware finishes shall be stainless steel or brushed aluminum, unless otherwise indicated.

- A. Door Locks: Flush cylinder, stainless steel locks, keyed alike. National N8703-14-(key#) or approved equivalent.

2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- D. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Wood Glues: 30 g/L.
 - 2. Contact Adhesive: 250 g/L.

2.4 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Custom grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following, U.N.O.:
 - 1. Edges of Solid-Wood (Lumber) Members 3/4 Inch (19 mm) Thick or Less: 1/16 inch (1.5 mm).
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

2.5 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Grade: Custom.
- B. Wood Species: Southern Pine.
- C. Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.
- D. Sizes: As indicated on Drawings.

2.6 HARDWOOD VENEER PLYWOOD PANELING FOR TRANSPARENT FINISH

- A. Manufacturer's stock hardwood plywood panels complying with HPVA HP-1, made without urea-formaldehyde adhesive.
- B. Grade: Custom.

- C. Wood Species and Cut: Maple, quarter sawn.
 - 1. Lumber Trim and Edges: At fabricator's option, trim and edges indicated as solid wood (except moldings) may be either lumber or veneered construction compatible with grain and color of veneered panels.
- D. Paneling Construction: Quarter sawn Maple veneer on particleboard core. Stain color: Match Architect's sample; Thickness: 1/4-inch; Glue Bond: Type II interior.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

- A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches (900 mm) long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.
 - 1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.
 - 2. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches (3 mm in 2400 mm).
- G. Paneling: Anchor paneling to supporting substrate with concealed panel-hanger clips or splined connection strips. Do not use face fastening, unless otherwise indicated.

1. Install flush paneling with no more than 1/16 inch in 96-inch (1.5 mm in 2400-mm) vertical cup or bow and 1/8 inch in 96-inch (3 mm in 2400-mm) horizontal variation from a true plane.
2. Maintain veneer sequence matching of cabinets with transparent finish.

H. Refer to Division 09 Sections for final finishing of installed architectural woodwork.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064020

SECTION 072100 - THERMAL INSULATION

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. Concealed building insulation.
- B. Related Sections include the following:
 - 1. Division 07 Section Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing for insulation specified as part of roofing construction.
 - 2. Division 15 Section "Plumbing Insulation."
 - 3. Division 15 Section "HVAC Insulation."

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units for each type of exposed insulation indicated.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for insulation products.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 1. Surface-Burning Characteristics: ASTM E 84.
 - 2. Fire-Resistance Ratings: ASTM E 119.
 - 3. Combustion Characteristics: ASTM E 136.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 FOAM-PLASTIC BOARD INSULATION

- A. Glass Fiber Mat-Faced, Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 2, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Atlas Roofing Corporation.
 - b. Dow Chemical Company (The).
 - c. Rmax, Inc. (Basis of Design)
- B. Product: Durasheath-3 by Rmax, Inc. or approved equivalent; 1-1/2 inch thickness, R-9.1, glass fiber mat facers on each side of closed-cell polyisocyanurate foam core.
- C. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

2.2 AUXILIARY INSULATING MATERIALS

- A. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates indicated without damaging insulation and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.4 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

3.5 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

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. SBS-modified bituminous membrane roofing.
 - 2. Roof insulation.
 - 3. Roof walkways.
- B. Related Sections include the following:
 - 1. Division 07 Section "Sheet Metal Flashing and Trim".
 - 2. Division 23 Sections for prefab mechanical equipment supports.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide a roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure according to UL 580, Class 90 and meeting requirements of design criteria indicated on the drawings and per IBC 2009.

- D. Energy Performance: Provide roofing system with initial Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings, cants, and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
 - 4. Insulation fastening patterns.
 - 5. Provide details for all roof penetrations and flashings.
- C. Samples for Verification: For the following products:
 - 1. Sheet roofing materials, including base sheet, roofing membrane sheet, base flashing sheet.
 - 2. Roofing membrane sheet (top sheet) with two coats of energy star white acrylic based coating applied to it.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- F. Qualification Data: For Installer and manufacturer.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- H. Research/Evaluation Reports: For components of roofing system.
- I. Maintenance Data: For roofing system to include in maintenance manuals.
- J. Warranties: Special warranties specified in this Section.
- K. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.