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**A PROJECT MANUAL FOR THE
HUMANITIES OFFICE AND
CLASSROOM BUILDINGS
ROOF REPLACEMENT PROJECT
MAY 2012**

State Project No. H27-6094
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**HUMANITIES OFFICE AND CLASSROOM BUILDINGS
 ROOF REPLACEMENT PROJECT
 1620 & 1614 COLLEGE STREET
 COLUMBIA, SC 29208**

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ROOF REPLACEMENT PROJECT
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**AIA DOCUMENT A701-1997
INSTRUCTIONS TO BIDDERS IS A
PART OF THESE BID DOCUMENTS AS
IF PRINTED HEREIN IN ITS ENTIRETY.
DOCUMENT IS AVAILABLE FOR
REVIEW AT THE OFFICE OF**

**Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063
803-407-8284**

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

2011 Edition

OWNER: _____

PROJECT NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROCUREMENT OFFICER: _____

1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

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 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 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.

3.16. *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.

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:

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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

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

2.33. Insert the following Sections 5.2.2 and 5.2.3:

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

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

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

2.34. Delete Section 6.1 and substitute the following:

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

2.36. Insert the following Section 6.3:

6.3 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]

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

2.38. Delete Section 7.1.2 and substitute the following:

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

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

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

2.41. Delete Section 7.2.1 and substitute the following:

7.2.1 After expiration of the protest period, the Owner will tender a signed Contract for Construction to the Bidder and the Bidder shall return the fully executed Contract for Construction to the Owner within seven days thereafter. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder's failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder's Bid and to make claim on the Bid Security for re-procurement cost.

2.42. Delete the language of Section 7.2.2 and insert the word "Reserved."

2.43. Delete the language of Article 8 and insert the following:

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

2.44. Insert the following Article 9:

ARTICLE 9 MISCELLANEOUS

**9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (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 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: _____

Building Where Posted: _____

Address of Building: _____

WEB site address (if applicable): _____

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

(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.

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 capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

END OF DOCUMENT



AIA[®]

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)

University of South Carolina
743 Greene Street
Columbia, SC 29208

BOND AMOUNT: \$

PROJECT:

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

Humanities Office & Classroom Buildings Roof Replacement Project
1620 & 1614 College Street, Columbia, SC 29208
State Project Number: H27-6094

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

Init.

SE-310
REQUEST FOR ADVERTISEMENT

2011 Edition
Rev. 7/20/2011

PROJECT NAME: CRF DM Humanities Office and Classroom Buildings Roof Replacement Project

PROJECT NUMBER: H27-6094-C

PROJECT LOCATION: Columbia SC

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: \$250,000 - \$350,000

DESCRIPTION OF PROJECT: At RAs 1, 2 & 3 removals of existing roofing assemblies; preparations and repairs of existing substrates as needed; installation of new roofing assemblies and associated miscellaneous work. At RA 1 perform the designated temporary dislocation, storing and subsequent re-installation of lightning protection system on the Office Building roof.

A/E NAME: Shepard & Associates, LLC

A/E CONTACT: Wm. Blount Shepard, AIA

A/E ADDRESS: Street/PO Box: 3547 Dreher Shoals Road, Suite 6

City: Irmo

State: SC ZIP: 29063-

EMAIL: shepard-admin@sc.rr.com

TELEPHONE: 803-407-8284

FAX: 803-407-8206

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

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: http://purchasing.sc.edu

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

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

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

It is the Contractor's responsibility to obtain any drawings/specifications, addendums, award and any other documents related to the project from the purchasing website, http://purchasing.sc.edu.

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

DATE: 7/25/2012 **TIME:** 10:00 AM **PLACE:** 743 Greene Street, Columbia, SC 29208

AGENCY: USC

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC ZIP: 29208-

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: 803-777-3596

FAX: 803-777-7334

BID CLOSING DATE: 8/7/2012 **TIME:** 2:00 PM **LOCATION:** 743 Greene Street, Columbia SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Juaquana Brookins

University of South Carolina

743 Greene Street

Columbia, SC 29208

MAIL SERVICE:

Attn: Juaquana Brookins

University of South Carolina

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: _____

**BID FORM
SE-330**

2011 Edition

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: H27-6094 Humanities Office and Classroom Buildings
(Number) Roof Replacement Project
(Name)

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 INCREMENTAL PRICE No. 1 WORK *(as indicated in the Bidding Documents and generally described as follows):*

Work covered by this contract includes furnishing all labor, materials, and equipment necessary to perform the work on the Humanities Office Building RA1 in accordance with the Contract Documents.

Removals: Prior to the application of any new materials, the complete removal and disposal of the existing aggregate surfaced asphalt and fiberglass felt Built-Up Roofing (BUR) assembly (Entire roofing assembly is considered ACM) down to the existing Lightweight Insulating Concrete (LWIC) decking; Remove and store for reinstallation the existing lighting protection system components. Note: *There are three Verizon telephone towers located on the roof with coaxial cables running from the tower frames across sleeper mounted concrete ballasted conduit supports. These conduits penetrate the roof in a single conduit roof penetration housing. The conduits will be raised in a temporary condition over the existing roofing membrane and the conduit supports removed and stored for reuse by Verizon contract employees prior to reroofing construction start. Roofing contractor is to provide wood blocking within the new roofing assembly to finish flush with the new insulation height below the conduit support sleepers. After the roofing system assembly is complete, Verizon Contractors will reposition their conduit and concrete conduit support sleepers over walkpads provided by the roofing contractor that are located over wood blocking buried in the system.*

Preparations: After removals are complete, prepare the substrate LWIC decking to include repairs to the existing decking as necessary, and the new installation of mechanically attached wood blocking and safety anchors.

Installations: Upon completion of all removals and preparations, install new base sheet, tapered insulation, insulation cover board, modified asphalt base ply, modified asphalt cap sheet, metal, bituminous & resin flashings, metal coping and associated miscellaneous work, as specified herein.

_____, which sum is hereafter called Incremental PRICE #1.

(enter INCREMENTAL BID #1 in figures only)

§ 6.2 INCREMENTAL PRICE No. 2 WORK *(as indicated in the Bidding Documents and generally described as follows):*

Work covered by this contract includes furnishing all labor, materials, and equipment necessary to perform the work on the Humanities Classroom Building RAs 2&3 in accordance with the Contract Documents.

Removals: Prior to the application of any new materials, the complete removal and disposal of the existing aggregate surfaced asphalt and fiberglass felt Built-Up Roofing (BUR) assembly (Entire roofing assembly is considered ACM) down to the existing Lightweight Insulating Concrete (LWIC) decking.

Preparations: After removals are complete, prepare the substrate LWIC decking to include repairs to the existing decking as necessary, and the new installation of mechanically attached wood blocking and safety anchors.

Installations: Upon completion of all removals and preparations, install new base sheet, tapered insulation, insulation cover board, modified asphalt base ply, modified asphalt cap sheet, metal, bituminous & resin flashings, metal coping, and associated miscellaneous work, as specified herein.

_____, which sum is hereafter called the Incremental Bid #2.
(enter INCREMENTAL PRICE #2 in figures only)

§ 6.3 BASE BID No. 1 WORK *(as indicated in the Bidding Documents and generally described as follows):*

Work covered by this contract includes furnishing all labor, materials, and equipment necessary to perform the work on the Humanities Office Building RA 1, and the Humanities Classroom Building RAs 2 & 3 in accordance with the Contract Documents and as described in INCREMENTAL PRICE Nos. 1 & 2 which will form the basis of the decision to award a contract for construction by the Owner.

_____, which sum is hereafter called the Base Bid No. 1.
(enter BASE BID No.1 in figures only)

§ 6.3 DEDUCT ALTERNATE No. 1 WORK *(as indicated in the Bidding Documents and generally described as follows):*

Work covered by Deduct Alternate #1 modifies INCREMENTAL PRICE #1 by leaving the existing Lightweight Insulating Concrete in place and includes furnishing all labor, materials, and equipment necessary to perform the work in accordance with the Contract Documents as described in the following subparagraphs.

Removals: The complete removal and disposal of the existing aggregate surfaced asphalt and fiberglass felt Built-Up Roofing (BUR) assembly (Entire roofing assembly is considered ACM) down to the existing Lightweight Insulating Concrete (LWIC) decking. Remove and store for reinstallation the existing lightning protection system components. Note: *There are three Verizon telephone towers located on the roof with coaxial cables running from the tower frames across sleeper mounted concrete ballasted conduit supports. These coaxial cables penetrate the roof through a single roof penetration housing. The coaxial cables will be raised in a temporary condition over the existing roofing membrane and the conduit supports removed and stored for reuse by Verizon contract employees prior to reroofing construction start. Roofing contractor is to provide wood blocking within the new roofing assembly to finish flush with the new insulation height below the conduit support sleepers. After the roofing system assembly is complete, Verizon Contractors will reposition their concrete conduit support sleepers over walkpads provided by the roofing contractor that are located over wood blocking buried in the system.*

Preparations: After removals are complete, prepare the substrate LWIC decking to include repairs to the existing decking as necessary, and the new installation mechanically attached wood blocking and safety anchors.

Installations: Upon completion of all removals and preparations, install new base sheet, tapered insulation, insulation cover board, modified asphalt base ply, modified asphalt cap sheet, metal, bituminous & resin flashings, metal coping and associated miscellaneous work, as specified herein.

_____, which sum is hereafter called the Deduct Alternate No. 1.
(enter DEDUCT ALTERNATE No.1 in figures only)

**BID FORM
SE-330**

2011 Edition

§ 6.1 UNIT PRICE WORK:

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

<u>No.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>COST to ADD or DEDUCT</u> <u>(one price)</u>
1.	Wood Blocking	Board Foot	_____
2.	Lightweight Insulating Concrete	Cubic Foot	_____
3.	One-Way Vent	Per each	_____

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

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

SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR(S) OR PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID	SUBCONTRACTOR'S SC LICENSE NUMBER
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**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.

**BID FORM
SE-330**

2011 Edition

§ 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 and Bidder shall substantially complete the Work within 60 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents. Contractor shall normally work five days per week, Monday - Friday, inclusive.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$ 200.00 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)

**BID FORM
SE-330**

2011 Edition

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

(Legal Name of Person, Firm or Corporation Submitting Bid)

(Mailing Address for the above)

BY: _____ DATE: _____
(Signature)

TITLE: _____ TELEPHONE: _____

**AIA DOCUMENT A101-2007
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR IS A PART OF
THESE BID DOCUMENTS AS
IF PRINTED HEREIN IN ITS ENTIRETY.
DOCUMENT IS AVAILABLE FOR
REVIEW AT THE OFFICE OF**

**Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063
803-407-8284**

OSE FORM 00501 STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: University of South Carolina

PROJECT NUMBER: H27-6094

PROJECT NAME: Humanities Office and Classroom Buildings Roof Replacement Project

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%).”

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

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

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

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

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

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

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

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

Name: Mr. Tom Opal
Title: Senior Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803-777-7076 **FAX:** 803-777-8045
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: Mr. Dale Branham
Title: Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: 803-7771288 **FAX:**
Email: branhamd@fmc.sc.edu

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

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

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

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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: Wm. Blount Shepard III
Title: Principal
Address: 3547 Dreher Shoals Road, Suite 6, Irmo, SC 29063
Telephone: 803-407-8284 **FAX:** 803-407-8206
Email: shepard-admin@sc.rr.com

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

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

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

END OF DOCUMENT

**AIA DOCUMENT A201-2007
GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION IS A PART OF
THESE BID DOCUMENTS AS IF
PRINTED HEREIN IN ITS ENTIRETY.
DOCUMENT IS AVAILABLE FOR
REVIEW AT THE OFFICE OF**

**Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063
803-407-8284**

OSE FORM 00811 STANDARD SUPPLEMENTARY CONDITIONS

2011 Edition

OWNER: _____
PROJECT NUMBER: _____
PROJECT NAME: _____

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 A201-1997

3.1 *Insert the following at the end of Section 1.1.1:*

Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

Notice to Proceed is a document issued by the Owner to the Contractor, with a copy to the Architect, directing the Contractor to begin prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence.

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

In the event of patent ambiguities within or between parts of the Contract Documents, the contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation.

3.5 *Delete Section 1.5.1 and substitute the following:*

1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as a violation of the Architect's or Architect's consultants' reserved rights.

3.6 *Delete Section 2.1.1 and substitute the following:*

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall

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have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.2. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative. [Reference § 8.2 of the Agreement.]

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

3.14 *In the third sentence of Section 3.2.4, insert the word “latent” before the word “errors.”*

3.15 *In the last sentence of Section 3.3.1, insert the words “by the Owner in writing” after the word “instructed.”*

3.16 *Delete the third and fourth sentences of Section 3.5 and substitute the following sentences:*

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in

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writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

3.10.3 Additional requirements, if any, for the construction schedule are as follows:
(Owner initial if applicable to this contract)

[] The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit "A." If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the approved construction schedule no longer reflects actual conditions and progress of the work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the accepted construction schedule to reflect such conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

3.29 *Add the following Sections 3.13.2 and 3.13.3:*

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

3.13.3 The Contractor and any entity for 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 word “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

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Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

3.45 *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.

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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;
- .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.

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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:

- .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

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future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

§ 7.6.3 Records Retention.

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

3.55 *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

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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.

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.

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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 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.

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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.

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.

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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.”

3.80 Insert the following at the end of Section 10.4:

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

3.81 Delete 11.1.2 and substitute the following:

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

(1) COMMERCIAL GENERAL LIABILITY:

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

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

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

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

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

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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 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.

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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.

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..

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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.

3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

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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.

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 Caroline Code of Laws, as amended, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

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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
- .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*

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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;
- .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.

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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.

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 waive as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14. 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) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

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.

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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: _____

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)*

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

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)*

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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)*

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

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

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 one time 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.

Updated: July 15, 2011

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.

SE-355
Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that

(Insert full name or legal title and address of Contractor)
hereinafter referred to as "Contractor", and

(Insert full name and address of principal place of business of Surety)
hereinafter called the "surety", are jointly and severally held and firmly bound unto
The University of South Carolina, Columbia, SC 29208

(Insert full name and address of Agency)
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.

(Insert project Name and Number and Brief Description of Awarded Work)
WHEREAS, Contractor has by written agreement dated _____ entered into a contract with
Agency to construct: Humanities Office and Classroom Buildings Roof Replacement Project, 1614 & 1620 College
Street, Columbia, SC 29208; State Project Number H27-6094; to include At RAs 1, 2 & 3 removals of existing roofing
assemblies; preparations and repairs of existing substrates as needed; installation of new roofing assemblies and
associated miscellaneous work. At RA 1 perform the designated temporary dislocation, storing and subsequent re-
installation of lightning protection system on the Office Building roof.
in accordance with Drawings and Specifications prepared by:
Shepard & Associates, LLC, 3547 Dreher Shoals Road, Suite 6, Irmo, SC 29063

(Insert full name and address of A/E)

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 _____ BOND NUMBER _____
(shall be no earlier than Date of Contract)

CONTRACTOR: _____

(Seal)
By: _____
Print Name: _____
Print Title: _____
Witness: _____

SURETY: _____

(Seal)
By: _____
Print Name: _____
Print Title: _____
(Attach Power of Attorney)
Witness: _____

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

Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

enforce any remedy available to the Agency.

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

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

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

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

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

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

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

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

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

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

11. Definitions

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

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

SE-357
Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that

(Insert full name or legal title and address of Contractor)

hereinafter referred to as "Contractor", and

(Insert full name and address of principal place of business of Surety)

hereinafter called the "surety", are jointly and severally held and firmly bound unto
The University of South Carolina, Columbia SC 29208

(Insert full name and address of Agency)

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:
Humanities Office and Classroom Buildings Roof Replacement Project, 1614 & 1620 College Street, Columbia, SC
29208; State Project Number H27-6094; At RAs 1, 2 & 3, removals of existing roofing assemblies; preparations and
repairs of existing substrates as needed; installation of new roofing assemblies and associated miscellaneous work. At
RA 1 perform the designated temporary dislocation, storing and subsequent re-installation of lightning protection
system on the Office Building roof.

(Insert project Name and Number and Brief Description of Awarded Work, as found on the SE-330, Bid Form)

in accordance with Drawings and Specifications prepared by Shepard & Associates, LLC, 3547 Dreher Shoals Road,
Suite 6, Irmo, SC 29063.

(Insert full name and address of A/E)

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 _____ BOND NUMBER _____
(shall be no earlier than Date of Contract)

CONTRACTOR: _____

(Seal)

By: _____

Print Name: _____

Print Title: _____

Witness: _____

SURETY: _____

(Seal)

By: _____

Print Name: _____

Print Title: _____

(Attach Power of Attorney)

Witness: _____

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

Labor and Material Payment Bond

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3020(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing

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.

**AIA DOCUMENT G701-1997
CHANGE ORDER
IS A PART OF THESE BID DOCUMENTS AS IF
PRINTED HEREIN IN ITS ENTIRETY.
DOCUMENT IS AVAILABLE FOR REVIEW
AT THE OFFICE OF**

**Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063
803-407-8284**

**AIA DOCUMENTS G702-1992 and G703-1992
APPLICATION AND CERTIFICATE FOR PAYMENT
ARE A PART OF THESE BID DOCUMENTS AS
IF PRINTED HEREIN IN ITS ENTIRETY.
DOCUMENT IS AVAILABLE FOR
REVIEW AT THE OFFICE OF:**

**Shepard & Associates, LLC
3547 Dreher Shoals Road, Suite 6
Irmo, SC 29063
803-407-8284**

SECTION 01010
SUMMARY OF WORK

PART 1. GENERAL

1.1. WORK INCLUDED

- 1.1.1 Work covered by this contract includes furnishing all labor, materials, tools, devices, appliances, and equipment necessary to perform all the work described in the Contract Documents.
- 1.1.2 All work is located at the Humanities Office and Classroom Buildings, University of South Carolina, 1614 & 1620 College Street, Columbia, SC 29208.

1.2. BASE BID WORK

- 1.2.1. BASE BID No.1 (Roof Areas 1, 2 & 3): Work covered by this contract includes furnishing all labor, materials, and equipment necessary to perform the work on the Humanities Office Building RA 1, and the Humanities Classroom Building RAs 2 & 3 in accordance with the Contract Documents and as described in INCREMENTAL PRICE Nos. 1 & 2 which will form the basis of the decision to award a contract for construction by the Owner.
- 1.2.2. INCREMENTAL PRICE #1 (Humanities Office Building - Roof Area 1): Work covered by this Contract includes furnishing all labor, materials, and equipment necessary to perform the work in accordance with the Contract Documents.
 - 1.2.2.1. **Removals:** The complete removal and disposal of the existing aggregate surfaced asphalt and fiberglass felt Built-Up Roofing (BUR) assembly (entire roofing assembly is considered ACM) and existing Lightweight Insulating Concrete (LWIC) down to the existing structural concrete decking; Remove and store for reinstallation the existing lightning protection system components. *Note: There are three Verizon telephone towers located on the roof with coaxial cables running from the tower frames across sleeper mounted concrete ballasted conduit supports. These coaxial cables penetrate the roof through a single roof penetration housing. The coaxial cables will be raised in a temporary condition over the existing roofing membrane and the conduit supports removed and stored for reuse by Verizon contract employees prior to reroofing construction start. Roofing contractor is to provide wood blocking within the new roofing assembly to finish flush with the new insulation height below the conduit support sleepers. After the roofing system assembly is complete, Verizon Contractors will reposition their concrete conduit support sleepers over walkpads provided by the roofing contractor that are located over wood blocking buried in the system.*
 - 1.2.2.2. **Preparations:** After removals are complete, prepare the substrate structural concrete decking to receive new insulation and roofing, include repairs to the existing decking as necessary, and the new installation mechanically attached wood blocking and safety anchors.

1.2.2.3. New Installations: Upon completion of all removals and preparations, install new two ply vapor barrier, flat and tapered insulation, insulation cover board, modified asphalt base ply, modified asphalt cap sheet, metal, bituminous & resin flashings, metal coping and associated miscellaneous work, as specified herein.

1.2.2 INCREMENTAL PRICE #2 (Humanities Classroom Building - Roof Areas 2 & 3):
Work covered by this Contract includes furnishing all labor, materials, and equipment necessary to perform the work in accordance with the Contract Documents.

1.2.2.1 Removals: The complete removal and disposal of the existing aggregate surfaced asphalt and fiberglass felt Built-Up Roofing (BUR) assembly (Entire roofing assembly is considered ACM) down to the existing Lightweight Insulating Concrete (LWIC) decking.

1.1.1.1. Preparations: After removals are complete, prepare the substrate LWIC decking to include repairs to the existing decking as necessary, and the new installation mechanically attached wood blocking and safety anchors.

1.1.1.2. New Installations: Upon completion of all removals and preparations, install new base sheet, tapered insulation, insulation cover board, modified asphalt base ply, modified asphalt cap sheet, metal, bituminous & resin flashings, metal coping and associated miscellaneous work, as specified herein.

1.3. DEDUCT ALTERNATE #1:

1.3.1. Work covered by Deduct Alternate #1 modifies INCREMENTAL PRICE #1 by leaving the existing Lightweight Insulating Concrete in place and includes furnishing all labor, materials, and equipment necessary to perform the work in accordance with the Contract Documents as described in the following subparagraphs.

1.3.1.1. Removals: The complete removal and disposal of the existing aggregate surfaced asphalt and fiberglass felt Built-Up Roofing (BUR) assembly (Entire roofing assembly is considered ACM) down to the existing Lightweight Insulating Concrete (LWIC) decking. Remove and store for reinstallation the existing lightning protection system components. *Note: There are three Verizon telephone towers located on the roof with coaxial cables running from the tower frames across sleeper mounted concrete ballasted conduit supports. These coaxial cables penetrate the roof through a single roof penetration housing. The coaxial cables will be raised in a temporary condition over the existing roofing membrane and the conduit supports removed and stored for reuse by Verizon contract employees prior to reroofing construction start. Roofing contractor is to provide wood blocking within the new roofing assembly to finish flush with the new insulation height below the conduit support sleepers. After the roofing system assembly is complete, Verizon Contractors will reposition their concrete conduit*

support sleepers over walkpads provided by the roofing contractor that are located over wood blocking buried in the system.

- 1.3.1.2. Preparations: After removals are complete, prepare the substrate LWIC decking to include repairs to the existing decking as necessary, and the new installation mechanically attached wood blocking and safety anchors.
- 1.3.1.3. Installations: Upon completion of all removals and preparations, install new base sheet, tapered insulation, insulation cover board, modified asphalt base ply, modified asphalt cap sheet, metal, bituminous & resin flashings, metal coping and associated miscellaneous work, as specified herein.

1.4. UNIT PRICES: Include in the BASE BID the following quantities of unit price materials:

- 1.4.1. Unit Price 1 - Removal and replacement of any existing damaged or deteriorated wood blocking. 300 BF
- 1.4.2. Unit Price 2 - Removal and replacement of any existing damaged or deteriorated Lightweight Insulating Concrete decking. 200 CF
- 1.4.3. Unit Price 3 – Install one way vent located as determined by the presence of existing wet LWIC or the installation of new LWIC repairs. 6 per each

1.5. CONTRACT METHOD

- 1.5.1. Construct the work as a single lump sum contract. For the items that are bid on a unit price basis, follow procedure indicated on the Bid Form and as specified in Section 01025 MEASUREMENT AND PAYMENT.

1.6. REFERENCE STANDARDS

- 1.5.1 For products specified by the association or trade standards, comply with requirements of the standard except when more rigid requirements are specified or are required by applicable codes.

1.7. EXISTING SITE AND BUILDING CONDITIONS

- 1.7.1. Information in this section is provided only to establish a general description and is not necessarily accurate. The Contractor is responsible for visiting the site and satisfying himself/herself of existing conditions, size of site, subsurface, drainage and other information relevant to a reroofing construction project before submitting his/her bid. Quantities of materials e.g. square feet and linear feet, are approximate only and must be confirmed by Contractor.

1.6.1.1	Roof Area(s):	
	Roof Area 1(RA1) =	6,136 SF
	Roof Area 2 (RA2) =	4,826 SF
	<u>Roof Area 3 (RA3) =</u>	<u>5,921 SF</u>
	Total Area =	16,883 SF

- 1.6.1.2 RAs 1, 2 & 3 Description:
Existing roof system assembly consists of an aggregate surfacing over asphalt & fiberglass felt Built-Up Roofing (BUR) system adhered to itself and base sheet in hot asphalt. Base sheet is mechanically (presumed) attached to a Lightweight Insulating Concrete deck which is placed over a structural concrete deck.
- 1.6.1.3 At RAs 1, 2 & 3, Slope is minimal to 1/8": 12".
- 1.6.1.4 At RAs 1, 2 & 3, Roof area is rectilinear shape.
- 1.6.1.5 At RA 1, water drains to four (4) internal 4" main roof drains.
 - 1.6.1.5.1 There is no overflow drainage provision, except that primary drainage exceeds code requirements by more than a factor of 2.
- 1.6.1.6 At RA2, water drains to two (2) internal 4" main roof drains.
 - 1.6.1.6.1 There is no overflow drainage provision, except that primary drainage exceeds code requirements by a factor of 1.95.
- 1.6.1.7 At RA3, water drains to six (6) internal 4" main roof drains.
 - 1.6.1.7.1 There is no overflow drainage provision, except that primary drainage exceeds code requirements by a factor of 4.66.
- 1.6.1.8 At RA1, Height above finish grade varies but is generally 140' above finished grade.
- 1.6.1.9 At RA2 Height above finish grade varies but is generally 87' above finished grade.
 - 1.6.1.9.1 RA2 is approximately 15' above RA3 which is approximately 72' above finished grade.

1.8. WORK SEQUENCE

- 1.8.1. Initial setup is to be determined in a pre-work conference. Work is to be performed in a manner so that prepared surfaces are not damaged as a result of subsequent roofing operations. Phased construction is unacceptable.
- 1.8.2. The Contractor shall strive to cause a minimum of disruption to the building operations and occupancy during construction activities. There may be times when the Contractor will not be allowed to work due to the operations of the occupants.

1.9. COMPLETION DATE

1.9.1. Scheduling and speed of construction are of prime importance in the completion of the Work. Demolition, Preparation and New Construction shall commence as established in the Notice to Proceed.

1.9.1.1. BIDDER agrees that the BASE BID WORK will be substantially complete and ready for final payment in accordance with the General Conditions within 60 calendar days after Notice to Proceed.

1.9.1.2. BIDDER agrees further that construction will normally be performed Monday - Friday, inclusive. BIDDER acknowledges that in case of inclement weather during normal work days, additional weekend work may be required to complete the Work within the allotted time.

1.10. LIQUIDATED DAMAGES

1.10.1. Liquidated damages will be assessed in the amount of \$200.00 for each calendar day the actual Contract Time for Substantial Completion exceeds the specified Contract Time.

1.11. CONTRACTOR USE OF PREMISES

1.11.1. Limit use of premises for construction operations to allow for Owner occupancy.

1.11.2. Coordinate use of premises under direction of Owner.

1.11.3. The Contractor shall be held liable for any damages to the building, the building contents, or its occupants resulting from work under this Contract. The Contractor shall take all precautions necessary to protect the occupants and the building during the construction period. Special care must be taken to protect the "new" existing roof from damage, especially those areas at which the Contractor will be working and accessing work above the existing roof.

1.11.4. The Contractor shall have an established fall protection plan in place and must be able to provide this plan to the Owner if requested.

1.11.5. The Contractor is to maintain the existing building in a safe, weather tight, and secure condition throughout the construction period. The Contractor is to repair any damage caused by him or any of his subcontractors. Should damage be to finishes or construction that is not defined in these Contract Documents, then repairs shall be made in compliance with the specifications approved by and at the sole discretion of the Owner.

1.11.6. The Contractor is to confine his operations to the site of the building. The site beyond this building is not to be disturbed. The Owner will identify parking for the Contractor and his employees.

1.11.7. The Contractor is to keep existing driveways and entrances serving the premises clear and available at all times. Do not use for parking or storage of materials or equipment. The stockpiling of materials must be confined to the area identified by

the Owner.

1.11.8. The Contractor and his personnel are to lock their vehicles and other mechanical or motorized construction equipment when parked and unattended. Do not leave vehicles or equipment unattended with motor running or ignition key in place.

1.11.9. Open fires will not be permitted on the premises.

1.11.10. Utilities and Services: The Contractor will be provided water to the extent of the existing sources. The Contractor shall be responsible for any taps or connections that may be needed or desired by him/her. Contractor is also responsible for getting the service to any location where needed or desired. The Contractor will be provided without charge reasonable quantities of available utilities; however if the services are abused, they will be withdrawn. The Contractor shall provide temporary portable electric generators for electricity required during construction.

1.12. ASBESTOS PRODUCTS:

1.12.1. Products containing asbestos were found in existing roofing membrane and base flashings.

1.12.2. The Owner performed a hazardous materials (HAZMAT) survey on February 16, 2012. See Attachment to this Section. This survey identified asbestos-containing materials in the roofing materials.

1.12.3. The Owner's Project Representative will determine the need for further testing once the roofing materials have been removed.

1.12.4. In the event the Contractor finds asbestos-containing materials not previously identified, then Contractor shall stop all work in the affected area and notify the Owner and Architect. Contractor shall provide all materials necessary to temporarily dry-in or isolate the affected area in the Base Bid. Additional work caused by the discovery, if authorized by the Owner, will be handled as a Change Order to this Contract.

1.12. CONTRACTOR'S CONDUCT: The following requirements are expressed to the Contractor, and he is asked to ensure that all employees, subcontractors, and suppliers are aware of these warnings.

1.12.1 No drugs, alcohol, or firearms will be permitted on the grounds of the facility.

1.12.2 There will be no favors or fraternizing with occupants or employees of the facility or with students.

1.12.3 Contractor and subcontractors are to take necessary precautions to protect all occupants and employees of the facility, Contractor personnel, and personal property from any damage from their operations.

1.12.4 The Contractor, subcontractors, and material suppliers are to be careful during placement of materials and equipment. The Owner will in no way be responsible

for equipment and materials lost as the result of being left unattended or misplaced.

1.12.5 The use of foul, obscene, or abusive language by the Contractor's or subcontractors' employees is prohibited on the grounds of the facility. Violations of this policy may result in the dismissal of the Contractor.

1.12.6 Smoking or use of any tobacco products by the Contractor's or subcontractors' employees is NOT allowed on the USC campus.

1.13 OWNER OCCUPANCY REQUIREMENTS

1.13.1 Owner will occupy premises during entire period of construction for conducting normal operations. Contractor is to cooperate with the Owner's operations.

1.13.2 Owner may require that the Contractor cease work with a prior days notice.

PART 2 PRODUCTS

Not Used.

PART 1 EXECUTION

Not Used.

END OF SECTION 01010

FM00380571

USC Work Order

Description HU OFFICE- HAZMAT SURVEY

Site	COLUMBIA	Assigned To	JPROVENCE
Building	054 JOHN WELSH HUMANITIES BUILDING	Crew	HAZMAT
Floor	ROOF	Start Date	16-FEB-12
Room:		Priority	5
Equipment		Due date	
		Request Date	01-NOV-11
		by	BLMCGEE

Request #	FM00380571	Description	HU OFFICE- HAZMAT SURVEY
Parent WO #			

CP Number	CP00336859	CRF DM HUMANITIES OFFICE BUILDING ROOF REPLACEMENT
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State/Internal Project Number	H27-6094
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Requestor	BRANHAM,DALE	Project Manager	BRANHAM, DALE
Telephone	7-1288	Telephone	777-1288
Alternate		Estimated Cost	\$ 0.00
Telephone		Billing	FIXED PRICE
Non-Available Time			53100-W791-57140 (DEFERRED MAINTENANCE)

Task List
 CHECK ALL THAT APPLY AND PROVIDE ADDITIONAL INFORMATION AS NEEDED)

HAZMAT SURVEY(S) REQUESTED FOR THE FOLLOWING

- FLOOR TILE
- JOINT COMPOUND
- WALLS
- MASTIC
- CEILING TILE
- PIPE INSULATION
- VINYL SHEET FLOORING
- FIREPROOFING
- FUME HOODS/TABLE TOPS
- ROOFING MATERIALS
- FIRE DOORS
- GASKETS/VALVES
- BOILER INSULATION
- ACOUSTICAL POPCORN CEILING
- DUCT WORK
- OTHER (PLEASE DESCRIBE BELOW)

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

Supervisor's Approval _____

Note Date	Title

02-MAR-12 HAZMAT SURVEY RESULTS

SURVEY DATE:2-22-2012

INSPECTOR #: DARRYL WASHINGTON II BI-00568

STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR ASBESTOS CONTAINING MATERIALS RESULTS FOLLOWS

ROOFING MATERIALS - POSITIVE FOR ASBESTOS CONTAINING MATERIALS

ROOFING INSULATION- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

NO FLASHING IN PLACE

IF YOU ENCOUNTER ANY SUSPECT MATERIALS IN PLACE AND DEEM IT SUSPECT FOR ASBESTOS CONTAINING MATERIALS PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ASBESTOS ABATEMENT

REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.

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

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

AS OF 02/04/2004 THE FOLLOWING AREAS WITHIN THE BUILDING HAVE BEEN IDENTIFIED BY SURVEY TO CONTAIN ASBESTOS:

BLDG 054 HUMANITIES OFFICE

IN FOYER, FLOORS 2 9 IN FRONT OF ELEVATORS --> SPRAY ON HAS BEEN REMOVED [2630 SQ. FT.]

10TH FLOOR / BASEMENT MECH. ROOM --> STEAM CONDENSATE CHILL WATER ELBOWS [50 LIN. FT.]

10TH FLOOR --> ROOF DRAIN [1 LIN. FT.]

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

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

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

06-AUG-10 2009-08-18 BLDG COMPONENT ASBESTOS/LEAD EXPOSURE UPDATE

BELOW ARE THE ASBESTOS AND LEAD TESTING RESULTS FOR THE HUMANITIES CLASS ROOM BUILDING:

SHEET ROCK: NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

JOINT COMPOUND: POSITIVE FOR ASBESTOS CONTAINING MATERIALS

2X2 WHITE CEILING TILE: NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

WHITE WALL PAINT (HOMOGENIUS): NEGATIVE FOR LEAD BASE PAINT

HUMANITIES CLASS ROOM BUILDING HAS BLACK MASTIC ALL OVER THE HVAC DUCTS ABOVE THE CEILING THAT CONTAINS ASBESTOS

THERE MAY BE 1 INCH FIBERGLASS LINES ABOVE THE CEILING THAT HAVE BLACK MASTIC THAT CONTAIN ASBESTOS

THE BUILDING HAS WHITE 12X12 FLOOR TILE AND BLACK MASTIC THAT CONTAIN ASBESTOS AND

SHOULD NOT BE DRILLED INTO BY NON ASBESTOS CERTIFIED PERSONAL

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



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



NVLAP Lab Code: 200664-0

Customer: University of South Carolina
743 Greene St
Columbia, SC 29208

Attn: Darryl Washington

Lab Order ID: 1203229

Analysis ID: 1203229PLM

Date Received: 2/27/2012

Project: #54 Humanities Office Roof

Date Reported: 2/28/2012

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				
1 - A	Roofing materials	10% Chrysotile	30% Cellulose 5% Fiber Glass	55% Other	Black Fibrous Heterogeneous
1203229PLM_1	roofing				
1 - B	Roofing materials	None Detected	5% Cellulose	95% Other	Tan Non Fibrous Heterogeneous
1203229PLM_4	insulation				
2 - A	Roofing materials	Not Analyzed			
1203229PLM_2	roofing				
2 - B	Roofing materials	None Detected	5% Cellulose	95% Other	Tan Non Fibrous Heterogeneous
1203229PLM_5	insulation				
3 - A	Roofing materials	Not Analyzed			
1203229PLM_3	roofing				
3 - B	Roofing materials	None Detected	5% Cellulose	95% Other	Tan Non Fibrous Heterogeneous
1203229PLM_6	insulation				

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 0.1%.

Dorlos Ammerman (6)

Analyst

Nathaniel Durham, MS or Approved Signatory

Scientific Analytical Institute, Inc. 302-L Pomona Dr. Greensboro, NC 27407 (336) 292-3888

Page 1 of 1

FM00380578

USC Work Order

Description HU CLASSROOM- HAZMAT SURVEY

Site	COLUMBIA	Assigned To	JPROVENCE
Building	055 HUMANITIES CLASSROOM BUILDING	Crew	HAZMAT
Floor	ROOF	Start Date	16-FEB-12
Room:		Priority	5
Equipment		Due date	
		Request Date	01-NOV-11
		by	BLMCGEE

Request #	FM00380578	Description	HU CLASSROOM- HAZMAT SURVEY
Parent WO #			

CP Number	CP00336858	CRF DM HUMANITIES CLASSROOM ROOF REPLACEMENT
------------------	------------	--

State/Internal Project Number	H27-6094
--------------------------------------	----------

Requestor	BRANHAM,DALE	Project Manager	BRANHAM, DALE
Telephone	7-1288	Telephone	777-1288
Alternate		Estimated Cost	\$ 0.00
Telephone		Billing	FIXED PRICE
Non-Available Time			53100-W791-57140 (DEFERRED MAINTENANCE)

Task List
 (CHECK ALL THAT APPLY AND PROVIDE ADDITIONAL INFORMATION AS NEEDED)

HAZMAT SURVEY(S) REQUESTED FOR THE FOLLOWING

- FLOOR TILE
- JOINT COMPOUND
- WALLS
- MASTIC
- CEILING TILE
- PIPE INSULATION
- VINYL SHEET FLOORING
- FIREPROOFING
- FUME HOODS/TABLE TOPS
- ROOFING MATERIALS
- FIRE DOORS
- GASKETS/VALVES
- BOILER INSULATION
- ACOUSTICAL POPCORN CEILING
- DUCT WORK
- OTHER (PLEASE DESCRIBE BELOW)

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

Supervisor's Approval _____

Note Date	Title

02-MAR-12 HAZMAT SURVEY RESULTS

SURVEY DATE:2-22-2012

INSPECTOR #: DARRYL WASHINGTON II BI-00568

STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR ASBESTOS CONTAINING MATERIALS

ROOFING MATERIALS- POSITIVE FOR ASBESTOS CONTAINING MATERIALS

INSULATION- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

FLASHING- POSITIVE FOR ASBESTOS CONTAINING MATERIALS

IF YOU ENCOUNTER ANY SUSPECT MATERIALS IN PLACE AND DEEM IT SUSPECT FOR ASBESTOS PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT

REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.

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

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

AS OF 02/04/2004 THE FOLLOWING AREAS WITHIN THE BUILDING HAVE BEEN IDENTIFIED BY SURVEY TO CONTAIN ASBESTOS:

BLDG 055 HUMANITIES CLASSROOM

FOYER CEILING --> SPRAY ON [1200 SQ. FT.]

BASEMENT MECH. ROOM --> CHILL & HOT WATER FLANGE, VALVE, PUMP COVERS [100 SQ. FT.]

BASEMENT MECH RM --> COLD & CHILL WATER ELBOWS [59 LIN. FT.]

MECH. ROOM --> HOT WATER ELBOWS [56 SQ. FT.]

MECH. ROOM 5TH FLOOR --> STEAM ELBOWS [15 LIN. FT.]

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

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

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



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



NVLAP
NVLAP Lab Code: 200664-0

Customer: University of South Carolina
743 Greene St
Columbia, SC 29208

Attn: Darryl Washington

Lab Order ID: 1203230

Analysis ID: 1203230PLM

Date Received: 2/27/2012

Project: #55 Humanities Class Roof

Date Reported: 2/28/2012

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1 - A	Roofing material	15% Chrysotile	30% Cellulose	55% Other	Black Fibrous Heterogeneous
1203230PLM_1	roofing				
1 - B	Roofing material	None Detected	5% Cellulose	95% Other	Tan Non Fibrous Heterogeneous
1203230PLM_7	insulation				
2 - A	Roofing material	Not Analyzed			
1203230PLM_2	roofing				
2 - B	Roofing material	None Detected	5% Cellulose	95% Other	Tan Non Fibrous Heterogeneous
1203230PLM_8	insulation				
3 - A	Roofing material	Not Analyzed			
1203230PLM_3	roofing				
3 - B	Roofing material	None Detected	5% Cellulose	95% Other	Tan Non Fibrous Heterogeneous
1203230PLM_9	insulation				
4	Flashing material	30% Chrysotile	30% Cellulose	40% Other	Silver, Black Fibrous Heterogeneous
1203230PLM_4					
5	Flashing material	Not Analyzed			
1203230PLM_5					

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 0.1%.

Dorlos Ammerman (9)

Analyst

Nathaniel Durham, MS or Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: University of South Carolina
743 Greene St
Columbia, SC 29208

Attn: Darryl Washington

Lab Order ID: 1203230

Analysis ID: 1203230PLM

Date Received: 2/27/2012

Project: #55 Humanities Class Roof

Date Reported: 2/28/2012

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
6	Flashing material	Not Analyzed			
1203230PLM_6					

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 0.1%.

Dorlos Ammerman (9)

Analyst

Nathaniel Durham, MS or Approved Signatory

Reset Form

Print Form



1203230

Building # #55 HUMANITIES CLASS ROOF

Sample Analysis

Date: 02-20-2012

Type of Analysis: Lead / Asbestos

Turn Around Time 48 HRS

Area	Sample ID	Material Sampled	Material Location	F/NF	Cond	Quantity	Pot to Disturb
A	1	ROOFING MATERIAL	ROOFING MATERIAL OF BUILDING	NF	G	>5000 SQ FT	LOW
A	2	ROOFING MATERIAL	ROOFING MATERIAL OF BUILDING	NF	G	>5000 SQ FT	LOW
A	3	ROOFING MATERIAL	ROOFING MATERIAL OF BUILDING	NF	G	>5000 SQ FT	LOW
B	4	FLASHING MATEARIAL	ON SEAMS AND JOINTS	NF	G	<1000 SQ FT	LOW
B	5	FLASHING MATEARIAL	ON SEAMS AND JOINTS	NF	G	<1000 SQ FT	LOW
B	6	FLASHING MATEARIAL	ON SEAMS AND JOINTS	NF	G	<1000 SQ FT	LOW

License # ASBI-00568

FM# FM00389293

Requestor DALE BRANHAM

Signature *[Signature]*

Send lab results in PDF format as soon as possible to:
 Ed Pitts 803-777-3296
 720 College St.
 Columbia, SC 29208
 EHP@fmc.sc.edu

Ty Russell 803-777-1208
 720 College St.
 Columbia, SC 29208
 NTRussel@fmc.sc.edu

Fax # 803-777-3990

SECTION 01021

CASH ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1.2.1 This Section specifies administrative and procedural requirements for allowances and unit prices.

1.2.2 An Allowance is an amount determined by the Owner for work of indeterminate scope and cost. Each Bidder shall include the allowance amount in the Base Bid price.

1.2.3 Contingency Allowance included in INCREMENTAL BID #1 for the Work is \$ 5,000.00; and in INCREMENTAL BID #2 is \$5,000.00; all as specified in these Contract Documents.

1.2.3.1 The cost for work performed by the Contingency Allowance covers items not anticipated or specifically delineated in the documents and shall be determined in accordance with the Change Order procedures of the Contract Documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01021

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

- 1.1.1 A payment or payments made to Contractor for work performed shall not constitute acceptance or approval of the work and shall in no way relieve Contractor from the requirements of the Contract.
- 1.1.2 All sums received by the Contractor for any part or parts of the work furnished or performed by a subcontractor shall be paid promptly to the latter by Contractor and while in the hands of the Contractor shall constitute trust funds held for the use and benefit of Owner.
- 1.1.3 Contractor shall submit with payment request lien releases from material suppliers which state that suppliers have been paid for materials supplied to the project. Payment requests may be delayed if not received in a timely manner.
- 1.1.4 If payments are to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the Site, or at such other location agreed upon in writing, such payments shall be conditioned upon submission by Contractor of bills of sale or other documents satisfactory to the Owner establishing Owner's title to such materials or equipment or otherwise protecting Owner's interest therein including the prepayment of applicable insurance and transportation charges to the Site.
- 1.1.5 Contractor shall submit with payment application all claims for weather related delays on a monthly basis.

1.2 APPLICATION FOR PAYMENT

- 1.2.1 Monthly Application for Payment shall be submitted in triplicate to Architect for review and forwarding to Owner on AIA Documents G702 and G703. Provided an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner no later than 30 days after the Architect receives the Application for Payment. Contractor shall be furnished copy of Owner's Payment Schedule indicating payment dates and outline for receipt of payment requests.
- 1.2.2 Ninety-six and one-half percent (96.5%) of the value of materials stored at the site and 96.5% of work accomplished, less previous payments, shall be paid by Owner to Contractor in monthly installments upon Architect's certification.
- 1.2.3 Final payment shall be made 30 days after Architect has certified completion to the Owner, and specified warranties are provided in accordance with Section 01740.

1.3 UNIT PRICES

- 1.3.1 A Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
- 1.3.2 Before proceeding with work, Contractor shall survey the work to be covered under Unit Prices in the presence of the Architect for verification of quantities for the Project.
- 1.3.2.1 Unit Price Schedule: Unit Prices shall include costs of materials, delivery, labor (to remove and replace), insurance, rental of tools and equipment, overhead and margin of profit. The final contract amount will be adjusted by change order increasing or decreasing the final contract price based on the actual replacement made during the course of the work using the quoted unit prices.
- 1.3.2.1 Include 300 board feet in Base Bid #1 cost for replacement of any damaged or deteriorated wood blocking. Quote a separate unit price (per board foot) for such work.
- 1.3.2.2 Include 200 cubic feet in Base Bid #1 cost for replacement of any damaged or deteriorated Lightweight Insulating Concrete decking. Quote a separate unit price (per cubic foot) for such work.
- 1.3.2.4 Include 6 one way vents as determined by the presence of existing wet LWIC or the installation of new LWIC repairs. Quote a separate unit price (per each) for such work.
- 1.3.3 Contractor shall maintain a daily log showing dates, location, and exact quantities of unit price work. Copies of log and appropriate change order forms shall be submitted with each request for payment from the contractor unless no unit price work is accomplished during the payment period. If appropriate, Payment Applications containing unit price work will not be processed unless unit price logs are attached.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01025

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 PROCEDURES

- 1.1.1 Each transmitted document shall identify the project name and Contractor. Material submittals shall also identify the type and trade name of materials, material manufacturer, intended use, and specification number. Deviations from Contract Documents shall be identified.
- 1.1.2 Submittals shall bear the Contractor's stamp and indicate Contractor approval and date. Submittals shall be identified in numerical order, beginning with Submittal No. 1.
- 1.1.3 After Architect's review of materials, revise and resubmit as required, identifying changes made since previous submittal.

1.2 BID SUBMITTALS

- 1.2.1 Refer to Invitation to Bid, Instructions to Bidders, & Supplementary Instructions to Bidders.
- 1.2.2 Drug-Free Workplace Statement (a part of bid form agreements). The BIDDER certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.
- 1.2.3 Illegal Immigration Reform Act of 2008 (a part of bid form agreements). The BIDDER certifies that it is in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon written request any documentation required to establish that he/she and his/her sub-contractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

1.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.3.1 Contractor submittals shall be forwarded to Architect within 14 calendar days after receipt of signed Contract. The successful Contractor shall submit 5 copies of the required information to the Architect. Two copies will be returned to the Contractor for his use.
- 1.3.2 Refer to Section 01340 "Shop Drawings, Product Data and Samples."

1.4 CONTRACTOR INFORMATION

- 1.4.1 Submit to Architect on or before Pre-Construction Conference the following documents:
 - 1.4.1.1 A letter from the Contractor, on Contractor letterhead, identifying the

brand name, manufacturer and material proposed for use; including a statement that all proposed materials meet the specification requirements. Obtain Owner's approval before placing orders.

- 1.4.1.2 Emergency contact information including phone numbers of principals, superintendent, foreman, and project manager.
- 1.4.1.3 Foreman's Statement (copy attached).
- 1.4.1.4 Material Safety Data Sheets (3 copies).
- 1.4.2 If Project Specifications indicate that removal and disposal of Asbestos Containing Material (ACM) is required, copies of the Application for an Asbestos Disposal Permit and the SCDHEC Asbestos Disposal Permit for this Project shall be furnished to the Project Architect prior to start of roof removal work.
- 1.4.3 Submit with each Monthly Payment Application a fully executed Contractor's Affidavit of Payment of Debts and Claims, AIA G706, and Contractor's Affidavit of Waiver and Release of Liens, AIA G706A,
- 1.4.4 Submit to Architect within 2 weeks of project startup and which must be approved prior to Contractor's First Application for Payment:
 - 1.4.4.1 A copy of AIA Document G703 listing each phase of the work and its scheduled value for approval.
 - 1.4.4.2 Submit for each bulk shipment of asphalt a Manufacturer's Certificate clearly stating type of asphalt and compliance with referenced standard.
 - 1.4.4.3 Furnish Manufacturer's Certificates of Compliance with materials' specifications for materials to be incorporated into the work. Certificates are to be signed by a responsible officer of the manufacturing firm and notarized.
- 1.4.5 Submit to Architect upon completion of the work and prior to Contractor's Final Application for Payment:
 - 1.4.5.1 Certificate of Substantial Completion, AIA G704.
 - 1.4.5.2 List of Subcontractors by specialty, including address and telephone number.
 - 1.4.5.3 Consent of Surety to Final Payment, AIA G707.
 - 1.4.5.4 Final Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
 - 1.4.5.5 Final Contractor's Affidavit of Release of Liens, AIA G706A.
 - 1.4.5.6 Contractor's Waiver and Release of Liens Conditional Upon Receipt of Final Payment.

1.4.5.7 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)

1.4.5.8 Contractor's 2 Year Warranty to Owner, using form included in Project Specifications without alteration.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 TIMING

3.1.1 Make all submittals in accordance with schedules specified herein.

3.1.2 A minimum of 10 calendar days shall be allowed for review by the Architect following his receipt of the submittal.

3.1.3 If a submittal contains more than 10 shop drawings, Contractor shall indicate which drawings must be returned within 10 calendar days. Architect shall have an additional 10 days to return the balance of submittals.

3.1.4 Delays caused by tardiness in receipt of submittals shall not be an acceptable basis for extension of the Contract completion date.

3.2 REVIEW

3.2.1 Review by the Architect shall be directed to the general method of construction and shall not be construed as a complete check nor shall the review relieve the Contractor from responsibility for errors and/or omissions which may exist.

3.2.2 The notations "Reviewed" or "Make Corrections as Noted" shall authorize the Contractor to proceed with fabrication, purchase, or both, subject to the revisions, if any, required by the Architect's review comments.

3.2.3 The Contractor shall make all revisions as required. If the Contractor considers any required revisions to constitute a change, he shall notify the Architect under the provisions of the General Conditions.

3.2.4 Only those revisions directed or approved by the Architect shall be shown on the resubmittal.

3.2.5 After a submittal has been approved by the Architect, substitution of materials, equipment, and/or procedures shall not be considered unless accompanied by an acceptable explanation for the substitution.

END OF SECTION 01300

ENCLOSURE: Foreman's Statement Form

FOREMAN'S STATEMENT

A PROJECT MANUAL FOR THE
HUMANITIES OFFICE AND CLASSROOM BUILDINGS
ROOF REPLACEMENT PROJECT
1614 AND 1620 COLLEGE STREET
COLUMBIA, SC 29205
MAY 2012

I, _____ (Print Name), an employee of

_____ (Print Contractor Name) hereby

state that I have my own personal copy of the above referenced project specifications and drawings, have thoroughly read them, and have visited the work site.

By _____

Date _____

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.1 SHOP DRAWINGS

- 1.1.1 Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor which illustrates some portion of the Work.
- 1.1.2 Shop drawings are to be submitted by transmittal letter with the following information:
 - 1.1.2.1 State Project Number
 - 1.1.2.2 Architect's Project Number
 - 1.1.2.3 Submittal Date
 - 1.1.2.4 Submittal Number
 - 1.1.2.5 Project Title
 - 1.1.2.6 Name of Contractor and Approval Date
 - 1.1.2.7 Reference to Specification Section, Paragraph and/or Drawing
 - 1.1.2.8 The location of the work covered by the shop drawing
 - 1.1.2.9 Any qualification, deviation or departure from Contract
 - 1.1.2.10 Any additional information required by the Specifications for the particular material being furnished
- 1.1.3 Each shop drawing shall be numbered. The same numbering system shall be retained through all revisions. Each drawing shall have a clear space for the approval stamps of Contractor and Consultant.
- 1.1.4 In submitting shop drawings for approval, all associated shop drawings related to a complete assembly shall, where possible, be submitted at the same time so that each may be checked in relation to the entire proposed assembly.
- 1.1.5 Contractor shall prepare composite shop drawings and installation layouts, when required, to depict proposed solutions for tight field conditions.
- 1.1.6 With respect to standard manufactured items, Contractor shall submit to Architect manufacturer's illustrated cuts of the items to be furnished showing details, sizes and dimensions, and all other pertinent information. Sufficient copies of cuts shall be furnished so that Architect may maintain a minimum of 2 copies and return to Contractor the number required for Contractor's use.
- 1.1.7 Contractor shall submit 5 copies of each drawing. Two final approved copies will be returned to the Contractor.

1.2 PRODUCT DATA

- 1.2.1 On Contractor's letterhead, in a list form, submit a complete description of the materials to be used on the project, and a statement that all the listed items meet the requirements of the project specifications.
- 1.2.2 Submit each manufacturer's technical specifications and installation procedures for each major component required.
- 1.2.3 Minimum required components include wood blocking, fasteners, insulation, cants, tapered edge strips, asphalt, adhesives, cements, felts, cap sheet, metal, bituminous and acrylic resin flashings and sealant.

1.3 RELATED SECTIONS

- 1.3.1 Section 01300 "Submittals."

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01340

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 QUALITY CONTROL – CONTRACTOR

1.1.1 Maintain quality control over products, services, site conditions, and workmanship to produce work of specified quality.

1.2 QUALITY CONTROL – OWNER

1.2.1 The Owner reserves the right, at his discretion, to retain the services of an independent construction monitoring representative to provide full or periodic inspection of the project. If Owner engages this service, the Contractor will be informed. Testing may be performed to determine any deficiencies in the assembly.

1.2.2 Work found in violation of the Specifications, or not in conformance with acceptable workmanship practices/standards, shall be subject to rejection including complete removal and replacement with new materials at Contractor's expense.

1.2.3 Failure of Owner or Architect to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, or a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance of work or of material which is not strictly in accordance with the Contract, nor shall it be deemed a waiver by Owner or any of Owner's rights pursuant to this Contract or otherwise.

1.2.4 Contractor may be required to uncover work in-place to determine the quantity and quality of material and workmanship. Contractor photographs may or may not be accepted to validate fasteners, fastener frequency, unit price work, and other elements of the work concealed by project finishes.

1.3 QUALITY ASSURANCE

1.3.1 Roofing Contractor Qualifications: A Roofing Contractor 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. Installer employing workers trained and approved by manufacturer. The Roofing Contractor shall be licensed as a specialty roofing contractor with at least 5 years of contracting experience in the type of work involved in this project, and must have performed work similar to the proposed scope of work. Evidence of qualifications must be available by the Contractor upon request of the Owner.

All subcontract trades to the Roofing Contractor must be licensed in their specialty trade area if specialty area is governed by SC Department of Labor,

Licensing and Regulation. Evidence of qualifications must be available by the Contractor upon request of the Owner.

- 1.3.2 **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.

1.4 QUALITY CONTROL

- 1.4.1 **Owner Responsibilities:** Owner will provide inspections during the work. Such inspections may be daily or periodic.

- 1.4.2 **Contractor Responsibilities:** Contractor will provide a fully qualified, full-time project superintendent in addition to the working crew foreman. The crew foreman will be an English-speaking Foreman, and will be experienced in the application of the specified roofing system.

- 1.4.3 **Safety and Health Program:** Contractor shall have and maintain a written safety and health program in the form of a dedicated safety and health manual. The manual and program shall conform to applicable OSHA requirements. If requested by the Owner, a copy of the manual shall be made available to the Owner.

- 1.4.4 **Superintendent responsibilities will include, but are not limited to the following:**

1.4.4.1 Scheduling and coordination of the work;

1.4.4.2 Maintain daily log which will include quantities of unit price work;

1.4.4.3 Project safety, both general and specific to the daily activity;

1.4.4.4 Material delivery and storage;

1.4.4.5 Overall quality control regarding removals, preparations, and the installation of the new components;

1.4.4.6 Point of Contact with the Owner's designated point of contact and the Architect.

- 1.4.5 **Additional Contractor Responsibilities:** Unless otherwise indicated, provide quality-control inspections with Contractor's own work force. Repair or replace nonconforming work.

- 1.4.6 **Associated Services:** Cooperate with agencies performing inspections and similar quality-control services, and provide reasonable auxiliary services as requested. Provide the following:

1.4.6.1 Access to the Work.

1.4.6.2 Incidental labor and materials necessary to facilitate inspections.

- 1.4.7 Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate inspections.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 REPAIR AND PROTECTION

- 3.1.1 General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

- 3.1.1.1 Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

- 3.1.2 Protect construction exposed by or for quality-control service activities.

END OF SECTION 01400

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION

- 1.1.1 Contractor shall provide for temporary facilities and controls required for the performance of the project except as otherwise noted. Such items include, but are not necessarily limited to, water, electricity, and telephone; sanitary facilities; protection, security, and safety materials; and enclosures such as tarpaulins, barricades, fences, and canopies.
- 1.1.2 All equipment furnished by Contractor shall comply with all pertinent safety requirements.
- 1.1.3 Ladders, planks, hoists, chutes, cranes, and all similar items furnished in the execution of the work are to comply with all requirements of OSHA and any other regulatory agency having jurisdiction over this project.
- 1.1.4 All temporary facilities will be subject to the Owner's approval.

1.2 PRODUCT HANDLING

- 1.2.1 Contractor shall exercise all means necessary to maintain temporary facilities and controls in proper and safe condition throughout the progress of the project.
- 1.2.2 All required connections to existing utility systems shall be made with minimum disruption. If disruption of existing service is required, notice shall be given to the Owner and connections shall not be made without Owner's approval. If necessary, Contractor shall provide for alternate temporary service.

PART 2 PRODUCTS

2.1 TEMPORARY UTILITIES

- 2.1.1 Electricity: Owner will not furnish electricity to the Contractor during this project. Contractor to provide temporary power as necessary to complete the work of this project.
- 2.1.2 Water: The Contractor will be provided water to the extent of the existing sources. The Contractor shall be responsible for any additional water that may be needed or desired by them. They are also responsible for getting the water to any location where needed or desired.
- 2.1.3 Telephone: The project foreman and superintendent must have a cell phone, and it must be active the entire construction period.
- 2.1.4 Connects and Disconnects: In the event it is necessary to disconnect any electrical wiring or connections, plumbing lines, gas lines, or other building services, notify the Owner 72 hours in advance to provide sufficient advance time to minimize disruption of service. Contractor shall not disconnect or connect services unless authorized in writing by Owner.

2.2 TEMPORARY FACILITIES

- 2.2.1 Sanitary Facilities: The Contractor shall provide and maintain proper temporary self-contained sanitary facilities in the quantity required for use of all personnel. All facilities shall be maintained in a sanitary condition at all times.
- 2.2.2 Ventilated Storage Facilities: Provide, as required, facilities to maintain specific storage conditions as described within this Specification and as recommended by the materials' manufacturers for use in construction.

2.3 CONSTRUCTION AIDS

- 2.3.1 Roof Access: Access to roof work areas by Contractor's forces shall be through existing roof hatches or doors, unless otherwise directed by Owner.
- 2.3.2 Ladders: If ladders are used, the Contractor shall remove all ladders from the work areas and site at the end of work each day. Ladders may be stored in locked storage trailer.
- 2.3.3 Fire Extinguishers: Contractor shall provide adequate sized fire extinguishers for the project site.
- 2.3.4 Contractor is to insure all moving equipment has a "Kill Switch" or emergency stop button. Switch is designed to disengage movement of equipment instantly.
- 2.3.5 Enclosures: The Contractor shall provide fencing, barricades, warning signs, and all necessary safeguards to warn and prevent workers, pedestrians, and Owner's personnel from being exposed to dangers or hazards created by this project.
- 2.3.6 Kettle Fencing: The Contractor shall enclose the kettle with portable chain link fencing a minimum height of 6'.
- 2.3.7 Protective Fencing: The Contractor shall enclose the debris removal area and hoisting area with portable chain link fencing a minimum height of 6'.
- 2.3.8 Temporary Construction: The Contractor shall furnish, install, and maintain for the duration of the project all scaffolds, ladders, tarpaulins, platforms, bridges, canopies, steps, and other temporary construction required to properly facilitate completion of the project in compliance with all safety and other regulations.
- 2.3.9 Signs: No signs or advertising of any kind shall be allowed on the project site unless approved in advance by Owner.
- 2.3.10 Parking: Contractor's construction vehicles shall enter the project site and park in areas as directed by the Owner. The Contractor shall be responsible for coordination of traffic by his subcontractors, suppliers, etc., so as not to disrupt ongoing operations of the Owner.

PART 3 EXECUTION

Not Used.

END OF SECTION 01500

SECTION 01560

CONSTRUCTION CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Scrap, debris, waste material, and other items from all operations shall not be allowed to accumulate on the Project site. Debris shall be removed and properly disposed of daily in accordance with all Federal, State, and Local regulations in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way.
- 1.1.2 The buildings and site shall be maintained in a clean condition throughout the duration of the Project. Contractor shall comply with all requirements for cleanliness described in other sections of these Specifications.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- 2.1.1 Contractor shall provide all required manpower, material, and equipment to maintain the specified standard of cleanliness.
- 2.1.2 Contractor shall use only those materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer or approved by the Architect.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

- 3.1.1 Contractor shall conduct daily inspections to ensure that the requirements for cleanliness are being met. Building exterior and grounds in work area shall be cleaned before close of work each day.
- 3.1.2 Contractor shall provide storage containers for all items awaiting removal from the site. Storage containers and locations shall be approved by the Architect and promptly disposed of when at capacity.

3.2 STORED MATERIALS

- 3.2.1 Stored items shall be kept in an orderly arrangement allowing maximum access and shall not impede drainage or traffic.
- 3.2.2 Contractor shall inspect all arrangements of materials stored on the Project site on a minimum weekly basis and shall service all arrangements in accordance with the requirements of paragraph 3.1.1 of this Section.

END OF SECTION 01560

SECTION 01610

STORAGE AND PROTECTION

PART 1 GENERAL

1.1 FACILITY PROTECTION

- 1.1.1 Limit size of work sections to safeguard adjacent materials, structures, etc. and to minimize dust and noise.
- 1.1.2 Protect existing facilities from damage during work. Do not overload existing paving, curbs, sidewalks, etc. with vehicle traffic. Do not overload new or existing construction with demolition debris, equipment, new materials etc.
- 1.1.3 Protect existing facilities from fire. Contractor shall provide suitable and adequate fire extinguishers conveniently located on the premises at staging areas, storage areas, and at areas of equipment. Competent operators shall be in attendance at all times and shall be properly trained or instructed in fire protection.
- 1.1.4 Plywood, minimum 3/4 inch thick, or other suitable materials shall be used to protect roof areas from damage that may be caused by concentrated loads, foot traffic, and falling objects.
- 1.1.5 Site and roof traffic shall be confined to work areas. Contractor shall be responsible for leaks that develop in traffic areas during and after Project completion. Grounds damaged by work shall be restored to pre-work condition and shall include, but is not limited to, hauling in new acceptable fill dirt material and reseedling of the affected site.
- 1.1.6 Contractor shall protect interior operations from adverse weather during exterior repair operations. This requirement extends beyond the immediate project scope of work to adjacent contiguous building areas.
- 1.1.7 The Contractor is responsible and shall be held liable for any damages to the adjacent roof assemblies, building, building contents, its occupancy, grounds, or landscaping resulting from work under the Contract. In the event of damage, Contractor will restore property to a condition equivalent to that at the time the Project started. Restoration may be necessary to construction assemblies not specified in this project manual. In such cases, repair methods and materials are subject to approval by Owner.
- 1.1.8 The Contractor shall keep existing drainage facilities clear of debris during construction.

1.2 MATERIAL PROTECTION

- 1.2.1 Products shall be transported by methods which avoid damage. Damaged material shall be subject to rejection by the Architect.
- 1.2.2 Materials stored in open shall be placed on pallets with wood blocks underneath to provide ventilation.
- 1.2.3 It is the responsibility of the Contractor to ensure repair products are adequately protected from damage.
- 1.2.4 Damaged materials will be designated by spray painting and must be removed from the project site within 24 hrs.

1.3 STORAGE

- 1.3.1 Contractor shall be responsible for proper storage of equipment, materials, and devices furnished by themselves and/or their subcontractors and suppliers.
- 1.3.2 All storage areas are subject to approval by the Owner or Owner's authorized representative.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01610

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 FINAL CLEANING

- 1.1.1 Except as specifically provided otherwise, "clean" shall be interpreted as meaning the level of cleanliness generally attainable by skilled cleaners using commercially available building maintenance equipment and materials.
- 1.1.2 Execute cleaning prior to final inspection.
- 1.1.3 Unless otherwise directed by the Architect, the Contractor shall clean all adjacent areas on the site and completely remove all resultant debris.
- 1.1.4 Clean all roof areas and drainage systems. Clean interior and exterior surfaces exposed to view; remove stains and foreign substances. Such work shall be accomplished at no additional cost to the Owner.
- 1.1.5 Clean equipment as required.
- 1.1.6 Clean site; sweep paved areas; rake clean other areas.
- 1.1.7 All tools, equipment, construction materials, scrap, debris, and waste shall be removed from the project site.
- 1.1.8 Restore grass areas by filling ruts, compacting soil, raking, seeding, and fertilizing. Replace any damaged sidewalks or pavement.
- 1.1.9 Remove portable sanitary facilities from site. Clean and disinfect area as necessary to ensure sanitary health conditions.

1.2 Contractor Inspection and Punch-list Prior to Request for Substantial Completion

- 1.2.1 Contractor shall inspect all aspects of this project and prepare a punch-list of uncompleted and/or deficient work. All work and deficiencies will be corrected by Contractor before a Final Inspection is scheduled.

1.3 FINAL INSPECTION

- 1.3.1 Architect's representative will conduct a final inspection with Owner's representative and the Contractor's representative.
- 1.3.2 Any scheduled inspection reports by Local Jurisdiction Inspectors, if required, shall be furnished prior to Final Inspection and Contract Closeout.

1.4 WARRANTIES AND BONDS

1.4.1 Refer to Section 01740 "Warranties and Bonds" for requirements.

1.5 CLOSE-OUT

1.5.1 Final payment will be made to the Contractor only after the following have been submitted. Please provide (3) copies of the following documents.

1.5.1.1 Certificate of Substantial Completion, AIA G704.

1.5.1.2 List of Subcontractors by specialty, including address and telephone number.

1.5.1.3 Consent of Surety to Final Payment, AIA G707.

1.5.1.4 Contractor's Affidavit of Payment of Debts and Claims, AIA G706.

1.5.1.5 Contractor's Affidavit of Release of Liens, AIA G706A.

1.5.1.6 Release of Liens Conditional Upon Receipt of Final Payment.

1.5.1.7 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)

1.5.1.8 Contractor's 2 Year Warranty to Owner.

1.5.1.9 Manufacturer's Specified Material Warranties for the particular product to Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01700

SECTION 01740

WARRANTIES, INSURANCE, AND BONDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Upon completion of the work and prior to the final payment, the Contractor shall submit the following items to the Architect:
 - 1.1.1.1 Copies of all manufacturers' punch lists and documentation of completion.
 - 1.1.1.2 Copies of all punch lists prepared by the Architect and documentation of completion.
 - 1.1.1.3 Contractor's 2 Year Construction Warranty to Owner.
 - 1.1.1.4 Manufacturer's Product Material Warranties for specific products to Owner.

1.2 RELATED SECTION

- 1.2.1 Submit all items required by this Section as part of Contract Closeout, Section 01700.

1.3 WARRANTIES

- 1.3.1 Contractor's Warranty: Comply with the General Conditions of the Contract concerning warranties and bonds. The Contractor shall agree that the work covered under this Contract shall remain free from any water penetration and physical defects caused by defective workmanship or materials for a period of 2 years from the date of final acceptance by Owner. Warranty shall be in the form enclosed at the end of this section.
 - 1.3.1.1 The Contractor and Owner's representative shall conduct an inspection approximately 30 days prior to the end of the Contractor's warranty to determine the present physical condition of building envelope repairs. The Owner's representative shall then submit a written report as to the findings of this inspection. The Contractor, at his own expense, shall repair any defects covered under the scope of this contract.
- 1.3.2 The warranties shall also state that the Owner has the right, at any time during the 2 year Contractor's warranty period and the Manufacturer's warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the first two years of the warranty period shall be borne by the Contractor and action by the Owner shall not invalidate the warranty.

- 1.3.3 Manufacturer's NDL Warranty: Contractor shall furnish Owner the

Manufacturer's No Dollar Limit Unlimited Roofing System Guarantee with flashing endorsement covering all workmanship and materials issued by the roofing materials manufacturer for a period of 20 years from the date of substantial completion.

- 1.3.4 Asbestos Free Warranty: Contractor shall obtain and submit an ASBESTOS FREE WARRANTY from each subcontractor, material supplier, and equipment manufacturer upon completion of the work and prior to final payment. Each shall be in the form of that found at the end of this section and shall be properly executed and printed on the Contractors' or material and/or equipment suppliers' standard letterhead.

1.4 INSURANCE AND BONDS

- 1.4.1 Reference Supplemental Conditions Page 5 Article 11 INSURANCE AND BONDS.
- 1.4.2 There is a requirement for Bid Bonds in an amount equal to 5% of the Contract Base Bid price issued by a surety authorized to do business in the State of South Carolina.
- 1.4.3 Successful Contractor shall be required to provide Performance Bond in the amount of 100% of the contract for construction issued by a surety authorized to do business in the State of South Carolina.
- 1.4.4 Successful Contractor shall be required to provide Labor and Materials Payment Bond in the amount of 100% of the contract for construction issued by a surety authorized to do business in the State of South Carolina.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 Roofing Installer's Warranty and Asbestos Free Warranties

- 3.1.1 Following this section there are sample Contractor's Warranty and ASBESTOS FREE WARRANTY forms. Prior to final payment, submit these documents as written on the corporate letterhead of the appropriate party.

END OF SECTION 01740

ENCLOSURES: Contractor's Two Year Warranty
ASBESTOS FREE WARRANTY

(CONTRACTOR'S LETTERHEAD)
TWO YEAR WARRANTY

Known all men by these presents, that we, (Insert Contractor Name), having performed building envelope repairs, and having accomplished certain other work on the **Humanities Office and Classroom Buildings Roof Replacement Project at the Humanities Office and Classroom Buildings** under contract between the **University of South Carolina** and (Insert Contractor Name), warrant to the **University of South Carolina** with respect to said work that for a period of two years from date of final acceptance of said work, the roofing systems including insulation, roofing, and flashings shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

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

We, (Insert Contractor Name), agree that should any leaks occur in the roofing, we will promptly remedy said leaks in a manner to restore the roof to a watertight condition by methods compatible to the system and acceptable under industry standards and general practice.

We, (Insert Contractor Name), further agree that for a period of two years from date of final acceptance referred to above, we will make repairs at no expense to the Owner to any defects which may develop in the work including, but not limited to, blisters, wrinkles, ridges, splits and loose membrane and/or metal flashings, sheet metal copings, scuppers, conductor heads, and outlets in a manner compatible to the system and acceptable under industry standards and general practice.

We, (Insert Contractor Name), also agree that the Owner has the right, at any time during the two-year warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the first five years of the warranty period shall be borne by the Contractor, and action by the Owner shall not invalidate the warranty.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this ____ day of _____, 20 ____.

CONTRACTOR:

WITNESS:

by _____
President (Owner)

Notary Public

Asbestos Free Warranty

Owner: University of South Carolina
Location of Building: College Street, Columbia, SC 29208
Name of Building: Humanities Office and Classroom Buildings, University of South Carolina
Date of Substantial Completion: _____

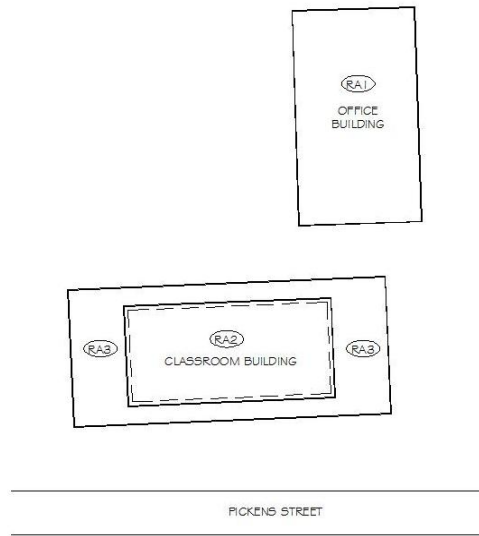
Know all men by these presents that we, _____
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)

having furnished labor, materials, equipment and/or supplies; removed roofing materials and other designated materials/equipment/systems; prepared and repaired substrates as needed, and installed new roofing systems; from, to, and/or on the Humanities Office and Classroom Buildings as under contract between

_____ and _____
(Owner or Contractor) (Contractor and/or Subcontractor, Material Supplier or Equipment Supplies)

warrant to Owner with respect to said work that no materials containing asbestos fibers were incorporated into the work, and that to our knowledge and belief, no materials containing asbestos remain in or are covered by the work.

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



② WARRANTY KEY PLAN _____

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this _____ day of _____, 20____.

WITNESS:

Company

By

Notary Public

SECTION 03520

GYPSUM CONCRETE ROOF DECK

PART 1 GENERAL

1.1 SUMMARY

1.1.1 This Section includes limited repairs to the poured gypsum roof decks.

1.2 SUBMITTALS

1.2.1 Product Data: For each product indicated, include on the material and manufacturers list with appropriate minimum standards referenced.

1.3 PROJECT CONDITIONS

1.3.1 Do not place gypsum concrete unless ambient temperature is 40 deg. F. and rising.

1.3.2 Do not place gypsum concrete during rain or snow or on surfaces covered with standing water, snow, or ice.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Pre-mixed gypsum concrete such as PYROFILL™ complying with ASA - A59.1-1954 as mfg. by UNITED STATES GYPSUM, Chicago 6, IL, Structolite or Metro Mix.

2.1.2 Water: Clean, potable.

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 Carefully inspect the roof deck. If, in the Contractor's opinion, there are areas of decking which require repair or replacement, notify Owner. Do not proceed with repair or replacement until directed by Owner.

3.1.2 Remove all existing lightweight gypsum concrete that is loose, damaged, or deteriorated and discard.

3.1.3 At existing decking where base sheet has been removed, repair the holes in the existing lightweight gypsum concrete roof deck created by base sheet fastener removal. Fill holes completely and finish to a level flush with the top of the adjacent deck surface.

- 3.1.4 At new decking installation, install pre-mix gypsum concrete over existing structural concrete roof deck. Finish to a level flush with the top of the adjacent contiguous lightweight gypsum concrete decking. Consult Architect before making major repairs.
- 3.1.5 In the event large areas of poured gypsum concrete are required, install new roof vent (1 for every 100 Sq. Ft.) in accordance with the requirements for roof vent installation.

3.2 MIXING AND PLACING

- 3.2.1 Mix and place gypsum concrete according to Manufacturer's written instructions, using equipment and procedures to avoid segregation of mix and loss of air content.
- 3.2.2 Deposit and screed gypsum concrete in a continuous operation until an entire repair or section of roof area is completed. Do not vibrate or work mix except for screeding or floating. Place to depths and slopes to match existing.
- 3.2.3 Retain board insulation below if applicable.
- 3.2.4 Finish top surface smooth, free of ridges and depressions, and maintain surface in condition to receive subsequent roofing system.
- 3.2.5 Begin curing operations immediately after placement, and air cure according to manufacturer's written instructions.
- 3.2.6 If ambient temperature falls below 32 deg F, protect gypsum concrete from freezing and maintain temperature recommended by manufacturer for 72 hours after placement.

3.3 DEFECTIVE WORK

- 3.3.1 Refinish, or remove and replace, lightweight gypsum concrete if surfaces are excessively scaled or too rough to receive roofing, according to roofing base sheet manufacturer's written requirements.
- 3.3.2 Remove and replace lightweight gypsum concrete that fails to comply with compressive-strength requirements.
- 3.3.3 Notify Project Architect if poured gypsum or lightweight insulating concrete fails to comply with compressive-strength requirements or does not meet pull-test requirements.
- 3.3.4 Do not proceed with major deck repairs or replacement without authorization and direction from the Project Architect.

END OF SECTION 03520

SECTION 06100
ROUGH CARPENTRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1.2.1 This Section includes but is not limited to the following:

1.2.1.1 Wood blocking and nailers.

1.2.1.2 Plywood blocking.

1.2.2 Related Sections include the following:

1.2.2.1 Division 7 Section 07550 Modified Bitumen Membrane Roofing

1.2.2.2 Division 7 Section 07591 Removals and Preparation

1.3 DEFINITIONS

1.3.1 Lumber grading agencies, and the abbreviations used to reference them, include the following:

1.3.1.1 NLGA - National Lumber Grades Authority.

1.3.1.2 SPIB - Southern Pine Inspection Bureau.

1.3.1.3 ALSCBR - American Lumber Standards Committee Board of Review

1.4 SUBMITTALS

1.4.1 Material Certificates: Prior to start of work, submit Wood Preservative and Treatment Facility Certificate of Compliance with the material specifications of this section, signed by a responsible officer of the facility and notarized.

1.4.1.1 Certify as to Treatment Process; Treatment Chemical; and Chemical Retention.

1.4.1.2 Certify as to Moisture Content after post-treatment kiln drying.

1.5 QUALITY ASSURANCE

- 1.5.1 Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated as documented according to ASTM E 548.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- 2.1.1 Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 2.1.1.1 Lumber:

- 2.1.1.1.1 Boise Cascade Corporation.
- 2.1.1.1.2 Georgia-Pacific Corporation.
- 2.1.1.1.3 Louisiana-Pacific Corporation.
- 2.1.1.1.4 International Paper Corp.

2.2 WOOD PRODUCTS, GENERAL

- 2.2.1 Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 2.2.1.1 Factory mark each piece of lumber with grade stamp of grading agency.
 - 2.2.1.2 Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified.
 - 2.2.1.3 Provide dressed lumber, S4S, unless otherwise indicated.
 - 2.2.1.4 Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- 2.3.1 Preservative Treatment by Pressure Process: AWPA C-2 (Ground Contact lumber) and AWPA C9 (plywood).
- 2.3.2 Preservative Chemicals: Acceptable to authorities having jurisdiction the following or approved equal:
 - 2.3.2.1 Alkaline Copper Quaternaries (ACQ-C or D).
 - 2.3.2.2 Copper Azole (CA-B)

- 2.3.3 Kiln-dry material after treatment to maximum moisture content of 19 percent for lumber and for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- 2.3.4 Retention of preservative shall be 0.40 pcf for ACQ Treatment or 0.21 pcf for CA Treatment.
- 2.3.5 Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- 2.3.6 Application: Treat all rough carpentry for use "in ground contact" to include, but not limited to, the following:
 - 2.3.6.1 Wood nailers, parapet furring, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 2.3.6.2 Plywood backing panels and sheathing.

2.4 MISCELLANEOUS LUMBER

- 2.4.1 For concealed boards, provide lumber with 19 percent maximum moisture content and of the following species and grades:
 - 2.4.1.1 Mixed southern pine, No. 2 grade; SPIB.

2.5 PLYWOOD BACKING PANELS AND BLOCKING

- 2.5.1 Miscellaneous Backing Panels: DOC PS 1, Exterior Grade; Exposure 1, C-D Plugged, 3/4 inch thickness indicated or, if not indicated, not less than 1/2 inch (12.7 mm) thick.
- 2.5.2 Sheathing: DOC PS 1, Exterior Grade, Exposure 1, C-D Plugged, thickness indicated or, if not indicated, not less than 3/4 inch (12.7 mm) thick.

2.6 FASTENERS

- 2.6.1 Reference Division 7 Section 07591 Reroofing Removal and Preparation.
- 2.6.2 All fasteners, connections, clips or strap anchors for preservative-treated wood shall be either hot-dipped zinc coated galvanized steel or stainless steel (Type 304 or 316 SS).

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- 3.1.1 Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate blocking and similar supports to comply with requirements for attaching other construction.

- 3.1.2 Separate any aluminum metal component from preservative treated lumber with minimum divorcing layer of 15 lb asphalt saturated building paper. Use appropriate ring-shank, stainless steel fasteners.
- 3.1.3 Never use aluminum fasteners with preservative treated wood. Only use hot-dipped galvanized or stainless steel fasteners with treated wood.
- 3.1.4 All wood nailers shall be of sufficient thickness so as to finish flush with the adjacent insulation. Securely anchor wood blocking with appropriate fasteners a minimum of two (2) for every 16". Perimeter wood blocking and at openings shall be a minimum nominal width of 6".
- 3.1.5 Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- 3.1.6 Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- 3.1.7 Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 3.1.7.1 Published requirements of metal framing anchor manufacturer.
 - 3.1.7.2 Table 2304.9.1, "Fastening Schedule," in the International Building Code.
- 3.1.8 For wood to wood connections use ring shanked, hot dipped galvanized nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

END OF SECTION 06100

SECTION 07550

MODIFIED BITUMEN MEMBRANE ROOFING

PART 1. GENERAL

1.1. SECTION INCLUDES:

- 1.1.1. Two Ply Roof Membrane Application.
- 1.1.2. Roof Flashing Application.
- 1.1.3. Incorporation of Sheet Metal Flashing Components and Roofing Accessories into the Roof System
- 1.1.4. 20 Year, Total System NDL Labor and Material Warranty

1.2. RELATED SECTIONS

- 1.2.1. Section 06100 – Rough Carpentry
- 1.2.2. Section 07620 – Flashings and Sheet Metal
- 1.2.3. Section 07591 – Roof Removal and Preparation

1.3. REFERENCE STANDARDS

- 1.3.1. References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.

- 1.3.1.1. ASTM American Society for Testing and Materials, Philadelphia, PA
- 1.3.1.2. FM Factory Mutual Engineering and Research, Norwood, MA
- 1.3.1.3. NRCA National Roofing Contractors Association, Rosemont, IL
- 1.3.1.4. OSHA Occupational Safety and Health Administration, Washington, DC
- 1.3.1.5. SMACNA Sheet Metal and Air Conditioning Contractors National Association, Chantilly, VA
- 1.3.1.6. UL Underwriters Laboratories, Northbrook, IL

1.4. DEFINITION

- 1.4.1. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mopping application and 75 centipoise for mechanical application, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.5. DESCRIPTION OF WORK

1.5.1. Description of Work: Work required in this specification is referenced below and is based on Siplast Roofing Systems Products and Specifications. An APP modified bitumen roof system from Performance Roof Systems (PRS), or a SBS modified bitumen roof system from Johns Mansville (JM) installed in accordance with the requirements and procedures listed in this Specification will be accepted. Acceptable PRS and JM products are listed in parentheses following listed Siplast products in Part 2 of this Spec Section.

1.5.1.1. Cold Applied Modified Bitumen such as:

1.5.1.1.1. Siplast Paradiene 20/30 CBA

1.5.1.1.2. Derbigum 2N1B-FR

1.5.1.1.3. Johns Manville 3CLD-CA

1.5.1.1.4. Soprema

1.5. SUPERVISION

1.5.1. Contractor shall assign a full-time, English speaking, qualified Roofing Sup't. to the project to coordinate the various aspects of the work; to provide Quality Control Services for the project; and to serve as liason with the Owner's representative.

1.5.2. The roofing crew shall be supervised at all times by Contractor's full-time, English speaking Foreman.

1.6. SUBMITTALS

1.6.1. Refer to Section 01300 of these Specifications for a Listing of Other Submittals required for this Project.

1.6.2. All submittals which do not conform to the following requirements will be rejected.

1.6.3. Submittals Prior to Contract Award:

1.6.3.1. Letter from the proposed primary roofing manufacturer confirming that the bidder is an acceptable Contractor authorized to install the proposed system.

1.6.3.2. Letter from the primary roofing manufacturer stating that the proposed application will comply with the manufacturer's requirements in order to qualify the project for the specified guarantee/warranty.

1.6.3.3. Manufacturer's Certification clearly stating that the specified roof covering meets the requirements for an Underwriter's Laboratories, Inc. Class A roof covering.

1.6.4. Submittals Prior to Start of Work if Asbestos Containing Materials (ACM) are found in existing roof system:

1.6.4.1. Application for SC DHEC Asbestos Disposal License.

1.6.4.2. SC DHEC Asbestos Disposal License.

1.6.5. Submittals Prior to Project Closeout:

Final payment will be made to the Contractor only after the following have been submitted. Provide three (3) copies of the following documents.

1.6.5.1. Manufacturer's printed recommendations for proper maintenance of the specified roof system including inspection frequencies, penetration addition policies, temporary repairs, and leak call procedures.

1.6.5.2. Certificate of Substantial Completion, AIA G704, with executed Architect's final punch list attached.

1.6.5.3. List of Subcontractors by specialty, if any, including address and telephone number.

1.6.5.4. Contractor's Affidavit of Payment of Debts and Claims, AIA G706.

1.6.5.5. Contractor's Affidavit of Release of Liens, AIA G706A.

1.6.5.6. Consent of Surety to Final Payment, AIA G707.

1.6.5.7. "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)

1.6.5.8. Trip manifest and permits necessary for the proper disposal of Asbestos Containing Materials at a licenced landfill recognized by SCDHEC.

1.6.5.9. Contractor's warranty to Owner.

1.6.5.10. Manufacturer's warranty to Owner.

1.7. QUALITY ASSURANCE

1.7.1. Acceptable Products: Primary roofing products, including each type of sheet, all manufactured in the United States, shall be supplied by a single manufacturer which has been successfully producing the specified types of primary products for not less than 10 years. The primary roofing products shall have maintained a consistent composition for a minimum of five years.

1.7.2. Product Quality Assurance Program: Primary roofing materials shall be manufactured under a quality management system that is monitored regularly by a third party auditor under the ISO 9001:2000 audit process. A certificate of analysis for reporting/confirming the tested values of the actual material being supplied for the project will be required prior to project close-out.

1.7.3. Roof System Manufacturer Quality Control Inspections: Provide as a part of the Contractor's Base Bid price the following level of roofing system inspections by the roofing system manufacturer during the installation of the new roofing system:

- 1.7.3.1. Attend the Pre-Roofing Conference with Owner's Agent, Architect, Installing Roofing Contractor, Manufacturer's Representative and General Contractor.
- 1.7.3.2. Manufacturer's Inspector shall be present along with Architect at initial project startup, 25%, 50%, 75%, and 100% inspections.
- 1.7.4. Work found in violation of the Specifications, or not in conformance with acceptable workmanship practices/standards, shall be subject to rejection including complete removal and replacement with new materials at Contractor's expense.
- 1.7.5. Failure of Owner or Architect to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, or a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance of work or of material which is not strictly in accordance with the Contract, nor shall it be deemed a waiver by Owner or any of Owner's rights pursuant to this Contract or otherwise.
- 1.7.6. Contractor may be made to uncover work in-place to determine the quantity and quality of material and workmanship. Contractor photographs may or may not be accepted to validate fasteners, fastener frequency, unit price work and other elements of the work concealed by project finishes.
- 1.7.7. Owner Responsibilities: Owner will provide inspections during the work. Such inspections may be daily or periodic.
- 1.7.8. Contractor Responsibilities: Unless otherwise indicated, provide quality-control inspections with Contractor's own work force. Repair or replace nonconforming work.
 - 1.7.8.1. Associated Services: Cooperate with agencies performing inspections and similar quality-control services, and provide reasonable auxiliary services as requested. Provide the following:
 - 1.7.8.1.1. Access to the Work.
 - 1.7.8.1.2. Incidental labor and materials necessary to facilitate inspections.
 - 1.7.8.2. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate inspections.
 - 1.7.8.3. Agency Approvals: The proposed roof system shall conform to the following requirements: No other testing agency approvals will be accepted. Underwriters Laboratories Class A acceptance of the proposed roofing system, including cold adhesive, without additional requirements for gravel or coatings.
 - 1.7.8.4. Acceptable Contractor: Contractor shall have a minimum of 4 years experience in successfully installing the same or similar roofing materials

and be certified in writing by the roofing materials manufacturer to install the primary roofing products.

- 1.7.8.5. Scope of Work: The work to be performed under this specification shall include, but is not limited to, the following: Attend necessary job meetings and furnish competent and full time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the roof installation in accordance with this specification. Comply with the latest written application instructions of the manufacturer of the primary roofing products. In addition, application practice shall comply with requirements and recommendations contained in the latest edition of the Handbook of Accepted Roofing Knowledge (HARK) as published by the National Roofing Contractor's Association, amended to include the acceptance of a phased roof system installation.
- 1.7.8.6. Local Regulations: Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction, including, but not limited to, permitting of work and licensing of contractors performing the work
- 1.7.8.7. Manufacturer Requirements: Ensure that the primary roofing materials manufacturer provides direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conducts a final inspection upon successful completion of the project.

1.8. PRODUCT DELIVERY STORAGE AND HANDLING

- 1.8.1. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
- 1.8.2. Storage: Store materials out of direct exposure to the elements. Store roll-goods on a clean, flat and dry surface. All material stored on the roof overnight shall be stored on pallets. Rolls of roofing must be stored on ends. Store materials on the roof in a manner so as to preclude overloading of deck and building structure. Store materials such as solvents, adhesives and asphalt cutback products away from open flames, sparks, or excessive heat. Cover all material using a breathable cover such as a canvas. Polyethylene or other non-breathable plastic coverings are not acceptable.
- 1.8.3. Handling: Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Handle rolled goods to prevent damage to edges or ends.
- 1.8.4. Damaged Material: Any materials that are found to be damaged or stored in any manner other than stated above will be automatically rejected, removed, and replaced at the Contractor's expense.

1.9. PROJECT/SITE CONDITIONS

- 1.9.1. Requirements Prior to Job Start
 - 1.9.1.1. Pre-Roofing Conference: Roofing Contractor shall schedule a pre-roofing construction conference to be conducted by the Project Architect or his

Representative, and attended by the installing roofing contractor, the roofing system manufacturer, the Owner's representative, and sub-contractors engaged in the work of this project.

- 1.9.1.2. Notification: Give a minimum of 5 days notice to the Owner, Project Architect, and Manufacturer prior to commencing any work and notify all parties on a daily basis of any change in work schedule.
- 1.9.1.3. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.
- 1.9.1.4. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.

1.9.2. Asbestos Products

- 1.9.2.1. Products containing asbestos fibers are present in the field membrane, base flashings and backer plies at RAs 1, 2 & 3. The Contractor is to include in the BASE BID all costs for compliance with all regulatory agency requirements in effect on bid date or scheduled to become effective prior to completion of the work. Documentation of proper removal and disposal protocol must be submitted as a part of project closeout documents. Owner reserves the right to negotiate or contract separately any work that may become necessary as a result of regulatory agency changes during the construction period to the requirements for the proper removal and disposal of Asbestos Containing Materials (ACM).
- 1.9.2.2. No Asbestos Containing Materials are to be incorporated into the work as a part of this contract. No existing asbestos containing material is to be left or incorporated into the work of this contract. In the event the Contractor finds asbestos containing materials not previously identified, then Contractor shall stop all work in the affected area and notify the Owner and Architect. Contractor shall provide all materials necessary to temporarily dry-in the affected area in the Base Bid. Additional work caused by the discovery, if authorized by the Owner, will be handled as a Change Order to this Contract

1.9.3. Environmental Requirements

- 1.9.3.1. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.
- 1.9.3.2. Temperature Restrictions - cold adhesive: At low temperatures, the specified cold adhesive becomes more viscous, making even distribution more difficult. The optimal temperature of the adhesive at point of application is 70°F (21°C). To facilitate application when ambient temperatures are below 50°F (10°C), store the adhesive and roll goods in a warm place immediately prior to use. Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even

distribution. Roll or broom base ply and finish ply sheets across their full width to ensure contact with the underlying adhesive.

1.9.4. Protection Requirements

- 1.9.4.1. Membrane Protection: Provide protection against staining and mechanical damage to newly applied roofing and adjacent surfaces throughout this project.
- 1.9.4.2. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.
- 1.9.4.3. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
- 1.9.4.4. Site Condition: Complete, to the Owner's satisfaction, all job site clean-up including building interior, exterior, and landscaping where affected by the construction.
- 1.9.4.5. Facility Protection:
 - 1.9.4.5.1. Limit size of work sections to safeguard adjacent materials, structures, etc., and to minimize dust and noise.
 - 1.9.4.5.2. Protect existing facilities from damage during work. Do not overload existing paving, curbs, sidewalks, etc. with vehicle traffic. Do not overload new or existing construction with demolition debris, equipment, new materials etc.
 - 1.9.4.5.3. Protect existing facilities from fire. Contractor shall provide suitable and adequate fire extinguishers conveniently located on the premises at staging areas, storage areas, and at areas of equipment. Competent operators shall be in attendance at all times and shall be properly trained or instructed in fire protection.
 - 1.9.4.5.4. Plywood, minimum 3/4 inch thick, or other suitable materials shall be used to protect roof areas from damage that may be caused by concentrated equipment loads and foot traffic.
 - 1.9.4.5.5. Site and roof traffic shall be confined to work areas. Contractor shall be responsible for leaks that develop in traffic areas during and after Project completion.
 - 1.9.4.5.6. Contractor shall protect interior operations from adverse weather during roofing operations. This requirement extends beyond the immediate project scope of work to adjacent contiguous roof areas.
 - 1.9.4.5.7. The Contractor is responsible and shall be held liable for any damages to the adjacent roof assemblies, building, building contents, its occupancy, grounds, or landscaping resulting from

work under the Contract. In the event of damage, Contractor will restore property to a condition equivalent to that at the time the Project started. Restoration may be necessary to construction assemblies not specified in this project manual. In such cases, repair methods and materials are subject to approval by Owner.

1.9.4.6. The Contractor shall keep existing drainage facilities clear of debris during construction.

1.10. MANUFACTURER'S 20 YEAR GUARANTEE/WARRANTY

1.10.1. Roof System Guarantee: Upon successful completion of the project, and after all post installation procedures have been completed, furnish the Owner with the roof system manufacturer's 20 year, No Dollar Limit, Labor and Materials Total Roof System Guarantee. The roof system guarantee shall include both the modified bitumen roofing, surfacing, and flashing membranes, catalyzed resin flashing system, roof insulation, insulation overlay, insulation adhesives, insulation fasteners, flashing adhesives, and accessory roofing materials.

1.10.2. All repair or replacement costs covered under the guarantee shall be borne by the roofing membrane manufacturer. The guarantee shall be a term type, without deductibles or limitations on coverage amount, and be issued at no additional cost to the Owner.

1.11. CONTRATOR'S TWO YEAR WARRANTY

1.11.1. All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the Contractor to maintain in a watertight condition without cost to the Owner for a period of two (2) years after date of substantial completion.

PART 2. PRODUCTS

2.1. ROOFING SYSTEM ASSEMBLY/PRODUCTS

2.1.1. Roof Insulation

2.1.1.1. Polyisocyanurate Roof Insulation - Flat: ASTM C 1289 Type II such as Siplast Paratherm (PRS: DERBIBOARD; JM: E'NERG'Y 3; Soprema: M-Shield) 4' x 8' maximum size for mechanically attached.

2.1.1.2. Tapered Polyisocyanurate Insulation: Provide factory-tapered polyisocyanurate roof insulation boards fabricated to 1/8" per foot slope, and 1/4" per foot slope, with 1/2" starting thickness, as indicated in Project Drawings. Provide factory-tapered polyisocyanurate insulation boards fabricated to slope of 1/2 inch per 12 inches at all saddles and crickets. Use monolithic board only, factory laminated board is not acceptable.

2.1.1.3. Insulation Overlayment: Georgia Pacific DensDeck Prime; 1/4" x 4' x 4'; furnished by Siplast as part of the guaranteed roof system (PRS: USG Securock; 1/4" x 4' x 4'; JM: Invinsa Roof Board; 1/4" x 4' x 4').

- 2.1.1.4. Cant Strips: Siplast: Mineral perlite board cut to fit at 45 degrees with 5" face; (PRS: Derbicant)
- 2.1.1.5. Tapered Edge Strips: Mineral perlite in full range as provided by Manufacturer from ½ inch to 2 inch at thick edge; Provide 0" – ½" x 6" tapered edge strip at leading edge of tapered insulation saddles.
- 2.1.1.6. Provide preformed back slopes, saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain and to provide constant eave height where indicated and as necessary. Fabricate to slopes indicated.
- 2.1.2. Vapor Barrier Material
 - 2.1.2.1. Ply Sheet: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt such as Johns Manville GlasPly IV, Sopra IV, Gaf Glas Ply 4 or Tam-Ply IV Felts.
- 2.1.3. Base Sheet
 - 2.1.3.1. Siplast Parabase FS: A fiberglass reinforced, asphalt coated sheet with a polyolefin film backing, having a minimum weight of 20 lb/sq. The sheet shall conform to ASTM D 4601, Type II requirements (PRS: Vented Base; JM: Ventsulation Felt; Soprema: Sopra-G).
- 2.1.4. Base Ply
 - 2.1.4.1. Siplast Paradiene 20HV: 90# / 100 sq. ft. minimum weight, applied to base sheet or coverboard with cold adhesive (PRS: Derbibase; JM: DynaBase; Soprema: Elastophene Sanded).
- 2.1.5. Finish Ply
 - 2.1.5.1. Siplast Paradiene 30 FR, white: 75# / 100 sq. ft. minimum weight, applied to Base Ply with cold adhesive and heat welded laps (PRS: Derbicolor GP FR; JM: DynaKap FR; Soprema: Elastophene LS FR GR).
- 2.1.6. Flashing Membrane
 - 2.1.6.1. Siplast Veral Aluminum: aluminum clad asphalt elastomer sheet: 96# / 100 sq. ft. minimum weight, applied with solvent-free adhesive (PRS: Derbicolor GP; JM: DynaClad applied in flashing adhesive with heat-welded laps in PRS system only; Soprema: Sopralast TV Aluminum).

2.1.7. Fluid Applied Flashing Systems

2.1.7.1. Siplast Parapro 123 Flashing System: A Catalyzed Acrylic Resin Flashing System: A specialty flashing system consisting of a liquid-applied, fully reinforced, multi-component acrylic membrane installed over a prepared or primed substrate. The flashing system consists of a catalyzed acrylic resin primer, basecoat and topcoat, combined with a non-woven polyester fleece. The resin and catalyst are pre-mixed immediately prior to installation. The use of the specialty flashing system shall be specifically approved in advance by the membrane manufacturer for each application. (PRS: DerbiFlash; JM: PermaFlash; Soprema: Alsan).

2.1.7.2. U-V Resistant Coating for Fluid Applied Flashing Systems: U-V resistant top coat as recommended by manufacturer of fluid applied flashing system.

2.2. ASPHALT MATERIALS

2.2.1. Asphalt Primer: ASTM D 41.

2.2.2. Roofing Asphalts: ASTM D 312, Type III: Steep Grade;

2.3. AUXILIARY ROOFING MATERIALS

2.3.1. Adhesives

2.3.1.1. Adhesive for Base Ply and Top Ply: Siplast PA-311 M Adhesive. (PRS: Permastic IA; JM: MBR Cold Application Adhesive; Soprema: FM Adhesive VOC).

2.3.1.2. Overlayment Adhesive

2.3.1.2.1. Siplast: ParaStik

2.3.1.2.2. PRS: Dow Instastik QS

2.3.1.2.3. Soprema: HVIA-III

2.3.2. Bituminous Cutback Materials

2.3.2.1. Asphalt Primer: Siplast PA-1125 Asphalt Primer (PRS: PRS Primer; JM: JM Primer; Soprema: Elastocol 400)

2.3.2.2. Mastic: Siplast PA-1021 Plastic Cement (PRS: Perflash Cement; JM: MBR Utility Cement; Soprema: Flashing Cement)

2.3.3. Sealant at Membrane/metal junctions:

2.3.3.1. Siplast PS-304 Elastomeric Sealant (PRS: Perflash Cement)

2.3.4. Reflective Coating for Liquid Applied Membrane and Adhesive Overruns:

2.3.4.1. Siplast #11 Granules (JM, PRS & Soprema: Mineral Granules)

2.3.5. Walk Pad:

2.3.5.1. At Roof Access locations:

2.3.5.1.1. Industrial Anti Fatigue Mat, Wet Areas, Size 38 x 64 In, Color Black, Orange Border, 7/8 In Thick Rubber

Item #4YJ18 as distributed by Grainger

2.3.5.2. At HVAC units and conduit supports:

2.3.5.2.1. Siplast Paradiene 30 FR, white: 75# / 100 sq. ft. minimum weight, applied to cap sheet with cold adhesive and heat welded laps (PRS: Derbicolor GP FR; JM: DynaKap FR; Soprema: Elastophene LS RF GR).

2.3.6. Hot Vent Stack Insulation:

2.3.6.1. Cellular Glass Insulation such as FoamGlas® as manufactured by Pittsburg-Corning.

2.4. ROOF ACCESSORIES

2.4.1. Fasteners

2.4.1.1. Base Sheet Fasteners: Base sheet fasteners shall be approved by the manufacturer of the primary roofing products. Acceptable base sheet fasteners for specific substrate types are listed below.

2.4.1.1.1. Olylok 1.4" Base Sheet Fastener having a 2.7 inch diameter Galvalume plate as manufactured by Olympic Fasteners.

2.4.1.2. Capped Nails: Hot-dip galvanized ring shank or Stainless Steel ring shank nail as manufactured by Maze Nails or Simplex.

2.4.1.3. Fasteners for miscellaneous attachments not specified: Hot-dipped galvanized Ring Shank or Stainless Steel Roofing Nails as mfg. by Maze Nails. Only stainless steel nails may be used in conjunction with aluminum sheet and aluminium fabrications.

2.4.1.4. Masonry Expansion Fasteners: Rawl Zamac Nailin® drive anchor w/ Type 304 stainless steel nail 1/4" x 1 1/4".

PART 3. EXECUTION

3.1. INSPECTION OF SUBSTRATE

3.1.1. Examine, with the installing foreman present, substrate areas and conditions to which roofing systems will be applied and confirm that it complies with the project requirements.

- 3.1.2. Application of new materials constitutes approval by the installing roofing contractor that the substrate conditions are satisfactory.
- 3.1.3. Confirm that all items to be removed have been removed, and that appropriate substrate has been installed and appropriately attached to structure for support of the new roofing system.
- 3.1.4. Confirm all wood blocking is securely anchored to roof deck at all penetrations and terminations. Depth required for wood blocking shall be that which allows it to finish flush with the thicknesses of insulations required or as indicated on the drawings. Fasten wood blocking within 6" of board ends and at intermediate spacings not to exceed 16" OC. Utilize two (2) fasteners at ends and intermediate locations.
- 3.1.5. CORRECT ALL UNSATISFACTORY SUBSTRATE CONDITIONS PRIOR TO THE APPLICATION OF NEW ROOF SYSTEM MATERIALS.

3.2. PREPARATION

- 3.2.1. Refer to Section 07591 for work required prior to removal of existing roof system, and preparations required to receive new roofing.
- 3.2.2. General: After removal of existing roof system and deck preparation is complete, remove all dirt, dust, debris and foreign substances from roof deck and ribs of roof deck, prior to commencement of roofing.
- 3.2.3. Examine roof deck to verify deck is in sound condition without visible damage. Repair or replace existing roof deck as specified in Section 07591 of these specifications.

3.3. GENERAL ASPHALT APPLICATION

- 3.3.1. Do not apply materials when surfaces are wet or damp, over dust, dirt, or any other foreign matter. Foaming of hot bitumen at the point of application is evidence that the substrate is too wet for the proper application of materials.
- 3.3.2. Do not apply bituminous materials when the ambient air temperature is below 40°F unless equipment can be operated and materials maintained within the specified temperature ranges and without damage to materials, and then only with the approval of the Architect. Follow manufacturer's cold weather application requirements.
- 3.3.3. Perform only such amount of reroofing work that can be completed by the end of each workday. Aggregate surfacing may be delayed with the provision that a glaze coat of asphalt is applied over the exposed felts at the end of each day.
- 3.3.4. Protect edges and incomplete flashings against water infiltration with night seals and other temporary measures. Remove end of day cut-offs and temporary measures prior to resuming roofing application. Step insulation at night seals.
- 3.3.5. Maintain the following temperature ranges at kettles and handling equipment at all times during the application of bitumen:

<u>Bitumen</u>	<u>Kettle Temperature °F</u>	<u>Handling Equip. Temperature °F</u>
Type III Asphalt	500 Maximum	400 to 425

Kettles must be equipped with working thermometers or provide hand held thermometer for use by kettle operator. Hand held readings shall be taken from opposite side furthest from the burner stacks or at the draw-off spigot.

Kettle temperature shall be maintained below asphalt flash point (FP).

At no time shall kettle temperature meet or exceed FBT for more than two hours.

- 3.3.6. Prime (1 gal. / 100 SF) all concrete, masonry and wood surfaces that are to receive hot asphalt or bituminous cements and allow to dry thoroughly before application of bitumen.
- 3.3.7. Prior to application of new bituminous materials, prime with asphalt primer and allow to thoroughly dry all metal surfaces that receive hot asphalt or bituminous cements.
- 3.3.8. Apply insulating boards, cant strips and tapered edge strips in full bed of hot steep grade asphalt or black plastic roof cement. Assure tight adhesion to both horizontal and vertical surfaces.
- 3.3.9. Provide additional quantities of asphalt as may be required by the roofing system manufacturer in excess of those specified herein in order to comply with manufacturer's warranted systems at no additional cost to the Owner.
- 3.3.10. Asphalts shall be certified in writing from the roofing system manufacturer that they are approved for use in the manufacturer's roofing system.
- 3.3.11. Thoroughly hand broom all felts to eliminate voids underneath the membrane ply and so that all edges are tightly adhered to asphalt.

3.4. VAPOR BARRIER INSTALLATION

At RA 1:

- 3.4.1. Install built-up vapor barrier according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- 3.4.2. Coordinate installing roofing system components so the structural concrete roof deck is not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
- 3.4.3. Install 2 plies of Type IV fiberglass felt starting at low point of eave or drain valley in the deck. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over to the parapet wall and turn up a minimum of 6". Trim sheets neatly at their termination.

- 3.4.3.1. Embed each ply sheet in a solid mopping of hot Type III asphalt with 25lbs/100 sq. ft. Broom all felts before asphalt chills.

3.5. BASE SHEET INSTALLATION

- 3.5.1. Install built-up roofing vented base sheet according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- 3.5.2. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- 3.5.3. Install one lapped course of base sheet, extending sheet to and up vertical walls behind cants and terminating at the underside of copings and control joint covers. At all roof openings, extend base sheet to and up vertical curbs and terminate at top of curb.

- 3.5.3.1. Mechanically fasten to substrate with specified fasteners.

At Roof Field: 7" O.C. at laps & in two intermediate rows, 11" apart, fasten at 13" O.C. staggered

At Roof Perimeter (6'): 5" O.C. at laps & in two intermediate rows, 11" apart, fasten at 11" O.C. staggered

At Roof Corners (12'x12'): 4" O.C. at laps & in two intermediate rows, 11" apart, fasten at 6" O.C. staggered

3.6. INSULATION ATTACHMENT TO BASE SHEET AND VAPOR BARRIER

- 3.6.1. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- 3.6.2. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- 3.6.3. Apply insulation with end joints staggered approximately one-half the length of the units.
- 3.6.4. Stagger all joints off those of the preceding layer.
- 3.6.5. Fit units snugly to each other and to all vertical surfaces.
- 3.6.6. Where necessary along gravel stop/fascia that is to be maintained at a constant height, provide tapered edge strip to transition the membrane smoothly from the roof slope to the flat gravel stop/fascia.
- 3.6.7. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:

- 3.6.7.1. Set each layer of insulation in a solid mopping of hot roofing TYPE III asphalt with 25 lbs. /100 sq. ft.
- 3.6.7.2. Set into asphalt immediately after application to substrate before chilling prevents complete adhesion.
- 3.6.7.3. Fit units snugly to each other and to all vertical surfaces.
- 3.6.7.4. Ensure maximum adhesion of all insulation boards by cross cutting polyisocyanurate insulation boards and walking down both mineral perlite and polyisocyanurate insulation boards.
- 3.6.7.5. Walk all boards down immediately after installation, before asphalt has chilled.
- 3.6.7.6. Ensure maximum adhesion of all insulation boards by cross cutting polyisocyanurate insulation boards and walking down polyisocyanurate insulation boards.
- 3.6.8. At RA 1, attach polyisocyanurate insulation as follows:
 - 3.6.8.1. Install two base layers of 1.7" polyisocyanurate insulation in hot asphalt over the vapor barrier mopped to the structural concrete deck.
 - 3.6.8.2. Start ¼" per foot tapered insulation system at the drain valley and increase toward perimeter parapet wall. Tapered insulation thickness at drain valley is ½". Total insulation thickness at the drain valley is 3.9".
 - 3.6.8.3. Use flat polyisocyanurate insulation as filler boards in the tapered polyisocyanurate insulation system.
- 3.6.9. At RA 2, attach polyisocyanurate insulation as follows:
 - 3.6.9.1. Install 1/8" per foot tapered polyisocyanurate insulation in hot asphalt over mechanically attached base sheet.
 - 3.6.9.2. Start tapered insulation system at the drain valley and increase toward perimeter parapet wall. Thickness at drain valley is ½".
 - 3.6.9.3. Use flat polyisocyanurate insulation as filler boards in the tapered polyisocyanurate insulation system.
- 3.6.10. At RA 3, attach polyisocyanurate insulation as follows:
 - 3.6.10.1. To the prepared base sheet, install one layer of 1.7" polyisocyanurate insulation, applied by adhering in hot asphalt directly to the base sheet.
- 3.6.11. Form crickets between drains and along the upslope side of all curb mounted equipment with base widths exceeding 18" using factory tapered polyisocyanurate insulation, fill units and tapered edge strips. Adhere in full mopping of cold adhesive to substrate. Crickets, saddles and tapered edge strips must be installed before application of insulation overlayment.

3.7. INSTALLATION OF INSULATION OVERLAYMENT

- 3.7.1. Adhere each overlayment board, approved and furnished by manufacturer of selected roof system, in ribbons of foamed, insulation adhesive, spaced at 12" centers.
 - 3.7.1.1. At perimeter and corner conditions (6' edge condition, 12' corner conditions), decrease adhesive spacing to 6" centers.
- 3.7.2. Size adhesive ribbons in accordance with manufacturer's instructions.
- 3.7.3. Space ribbons approx. 3" in from sides of insulation and overlay boards and extend ribbons to within 3" of board ends.
- 3.7.4. Lay boards onto adhesive ribbons, without sliding across roof surface to position in final location.
- 3.7.5. Walk all boards down immediately after installation, before adhesive has set.
- 3.7.6. Completely remove excess adhesive from surface of overlay boards to provide a plane surface for membrane above.
- 3.7.7. Offset insulation and overlayment joints a minimum of 12", in both directions, in each layer and between layers.

3.8. ROOF MEMBRANE INSTALLATION

- 3.8.1. Membrane Application: Apply roofing in accordance with roofing system manufacturer's current instructions and the following requirements. Application of roofing membrane components shall immediately follow application of insulation overlay, as a continuous operation.
- 3.8.2. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques to apply the specified materials, and exercise care in ensuring that the finished application is acceptable to the Owner.
- 3.8.3. Priming: Prime metal, concrete, and masonry surfaces, and both sides of metal flashings, in contact with bituminous products, with a uniform coating of the specified asphalt primer.
- 3.8.4. Roof Membrane Application:
 - General:
 - 3.8.4.1. Apply both layers of roofing free of wrinkles, creases, or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets.
 - 3.8.4.2. "Mop and flop" installation of both layers will not be permitted.

3.8.4.3. Apply both layers of roofing perpendicular to the slope of the roof, starting installation at valleys and working upslope. Extend both layers of roof membrane across hips of tapered insulation system. Offset base ply and finish ply end laps at hips.

3.8.4.4. Apply all layers of the roof membrane without backwater or side-hill laps.

Base Ply (Cold Adhesive Application):

3.8.4.5. Adhere cant strips in roof cement to surface of base sheet and to vertical face of curbs.

3.8.4.6. Fully bond the base ply to the surface of the cover board. Install with minimum 3 inch side laps and 6" end laps. Apply each sheet directly behind the cold adhesive applicator.

3.8.4.6.1. Embed each ply sheet in a solid mopping of cold adhesive at a rate of 1.5-2.5 gal. /100 sq. ft.

3.8.4.6.2. Do not allow the cold adhesive applicator to get more than 8' in front of the roof membrane being rolled at any time.

3.8.4.7. Cut a dog ear angle at the end laps of the base ply, on overlapping selvage edges. Using a clean trowel, apply top pressure to seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet.

3.8.4.8. Extend the base ply, dry, across the face of all cant strips, and cut off at top of cant strips.

Finish Ply Cap Sheet (Cold Adhesive Application):

3.8.4.9. Before installation of the finish ply cap sheet begins:

3.8.4.9.1. Install an additional, fully adhered layer of backer ply as reinforcing sheet across the cant strip, using specified flashing cement, extending up the vertical face of the parapet, and 3" onto the surface of the previously installed base ply, in accordance with system manufacturer's instructions.

3.8.4.9.2. At wood substrates, extend the backer ply, dry, above the cant strip, to the height of the finished base flashing and fasten to the substrate at 6" centers, in both directions, using specified, capped nails.

3.8.4.9.3. Install all flanged flashings over base ply as outlined in Roof System Interface with Related Components, below.

3.8.4.10. Fully bond the finish ply to the base ply, utilizing minimum 3 inch side and 6" end laps. Apply each sheet directly behind the cold adhesive applicator. Stagger end laps of the finish ply a minimum 3 feet.

- 3.8.4.11. Cut a dog ear angle, at the end laps of the finish ply, on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application.
- 3.8.4.12. Offset side laps of the finish ply 18 inches from side laps in the underlying base ply. Stagger end laps of the finish ply a minimum 3 feet from end laps in the underlying base ply and from the adjacent sheets of finish ply.
- 3.8.5. Adhesive and Cement Overruns: Cover all adhesive and cement overruns on the finish ply surface with specified granules while the adhesive is soft, to ensure a monolithic surface color.
- 3.8.6. Base Flashing Application: Flash walls and curbs using the reinforcing sheet and the aluminum clad flashing sheet, applied in specified flashing cement.
 - 3.8.6.1. Except as noted above for wood substrates, fully adhere the reinforcing sheet to the base ply and other substrates using specified flashing cement, prior to installation of the finish ply. Incorporate minimum 3 inch side laps; extending the sheets a minimum of 3 inches onto the base ply surface and 3 inches up the wall or curb, above the cant, unless otherwise required by roof system manufacturer.
 - 3.8.6.2. Terminate the finish ply at the top of the cant. Cut the specified surface flashing sheet across the width of each roll, maintaining the selvage edge along one side of the cut flashing sheet.
 - 3.8.6.3. Apply a uniform coat of the specified flashing cement to the area to receive flashing coverage and to the backside of the precut section of base flashing. Set the flashing in place while exerting pressure on the flashing sheet to ensure complete contact with the wall/roof surfaces and to prevent air pockets. Check and seal all loose laps and edges.
 - 3.8.6.4. Fasten the top edge of the flashing sheet to concrete and masonry substrates using an aluminum termination bar secured to the substrate with drive pins spaced at 6 inch centers.
 - 3.8.6.5. Fasten the top edge of the flashing sheet to wood blocking or to wood substrates using 1-1/4", stainless steel, capped, ring shank nails spaced at 4" centers.
- 3.8.7. Catalyzed Acrylic Resin Flashing System: Install the liquid-applied primer and flashing system in accordance with the system manufacturer's printed installer's guidelines. Observe all other applicable written recommendations as provided by the manufacturer.
 - 3.8.7.1. Remove all bitumen, debris, rust, scale and other foreign matter from surfaces receiving catalyzed flashing system, prior to installation. Use scrapers, wire brush and/or grinders, as necessary.
 - 3.8.7.2. Mask off areas to receive acrylic resin flashing with tape. Remove tape prior to flashing setting up and discard.

- 3.8.7.3. Treat cleaned areas receiving ParaPro Flashing with Siplast Pro-Prep and allow to dry.
- 3.8.7.4. Apply Siplast ParaPro ProFleece to prepared surface of roof and penetrations thru roof in strict accordance with manufacturer's written instructions, including pre-saturation of ProFleece laps with the Catalyzed Acrylic Resin.
- 3.8.7.5. Apply base coat and top coat of catylzed acrylic resin to ParaPro fleece. Allow manufacturer's instructions regarding drying and curing time between coats.
 - 3.8.7.5.1. If finish coat of liquid applied flashing is not white, apply mineral granules to the flashing while it is uncured and still soft.
- 3.8.8. Water Cut-Offs: At end of each day's work, or when precipitation is imminent, construct water cut-offs at all open edges. Cut-offs can be built using asphalt or plastic cement and roofing felts, and shall be constructed so as to withstand protracted periods of service. Cut-offs must be completely removed prior to the resumption of roofing.
- 3.8.9. Walk pads: Install specified walk pads over finish ply, at designated locations, using specified flashing adhesive.

3.9. ROOF SYSTEM INTERFACE WITH RELATED COMPONENTS

- 3.9.1. Edge Metal: Completely prime both sides of metal flanges and allow to dry prior to installation. Extend base ply over wood nailers and turn the base ply down 3 inches over the roof edge.
 - 3.9.1.1. After the base ply and continuous cleat (where required) have been installed, apply one layer of 20 mil PVC, in a full bed of roof cement, extending no less than 4" over the base ply and turned down over the locking cleat.
 - 3.9.1.2. Set the primed flange of the edge metal in a full bed of roof cement over the PVC and stagger nail thru the metal flange at 3 inch centers. Seal the flange to the base ply using the specified stripping-ply material, extending a minimum of 8 inches beyond the edge of the flange. Terminate the finish ply at the gravel-stop rise of the edge metal. Apply sealant to edge of finish ply at junction with metal edge flashing.
- 3.9.2. Lead Drain Flashings: Completely prime both sides of the 30" x 30" sheet lead drain flashing and allow to dry prior to installation. After the base ply has been applied, set the lead flashing sheet in a full bed of roof cement and form the lead sheet to turn down 1-1/2" inside of the drain bowl. Strip-in the lead flashing using a layer of the base ply or base sheet material, overlapping the outside perimeter of the lead a minimum of 6 inches. Terminate the finish ply so as to extend beneath the clamping ring. Install the clamping ring with all bolts set in place and tightened.
- 3.9.3. Walk tread: Adhere the walk tread to the finish ply using the specified plastic cement. Apply the specified cement in a 3/8 inch thickness to the back of the

product in 5 inch by 5 inch spots in accordance with the pattern as supplied by the walk tread manufacturer. Walk-in each sheet after application to ensure proper adhesion. Use a minimum spacing of 2 inches between sheets to allow for proper drainage.

- 3.9.4. Sealant: Apply a smooth continuous bead of the specified sealant at the exposed edges of the finish ply at the transition to all metal flashings incorporated into the roof system.

3.10. FIELD QUALITY CONTROL AND INSPECTIONS

- 3.10.1. Site Condition: Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.

- 3.10.2. Schedule required manufacturer's progress inspections at specified intervals. Notify Project Architect of scheduled inspection dates. Provide Project Architect with copies of manufacturer's inspection reports in a timely fashion. Provide pertinent information regarding proposed and completed repairs required by the manufacturer.

- 3.10.3. Notification of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.

3.10.4. Final Inspection

- 3.10.4.1. Notify Project Architect of scheduled time and date of manufacturer's final inspection.

- 3.10.4.2. Post-Installation Meeting: Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters and to the Project Architect.

- 3.10.5. Issuance of The Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

END OF SECTION 07550

SECTION 07591

REMOVALS & PREPARATION

PART 1 GENERAL

1.1 SUMMARY

1.1.1 This Section includes the following:

- 1.1.1.1 Roof removals.
- 1.1.1.2 Deck Preparation.
- 1.1.1.3 Wood blocking at parapet walls.
- 1.1.1.4 Installation of new safety anchor.
- 1.1.1.5 Disposal.

1.2 RELATED WORK SPECIFIED ELSEWHERE

1.2.1 Allowances: Refer to Division 1 Section 01021 "Cash Allowances" for description of Work in this Section affected by allowances.

1.2.2 Unit Prices: Refer to Division 1 Section 01025 "Measurement and Payment" for description of Work in this Section affected by unit prices.

1.3 SUBMITTALS

1.3.1 Product Data: Reference Section 01300 "Submittals."

1.3.2 Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued later as having been damaged by operations. Submit before Work begins.

1.4 QUALITY ASSURANCE

1.4.1 Installer Qualifications: Reference Section 01400 "Quality Control."

1.4.2 Pre-Construction Conference: Prior to beginning work conduct a pre-construction conference with the Owner and Architect on-site with the Contractor's project foreman and project manager in attendance.

1.5 PROJECT CONDITIONS

1.5.1 Owner will occupy all of the building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

1.5.2 Coordinate work activities daily with Owner so Contractor can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from within the work area if desired.

- 1.5.3 Before working around occupied areas of the building, notify Owner to evacuate occupants from within the affected area, if necessary. Verify that occupants within the work area have been evacuated prior to proceeding with work within the affected area.
- 1.5.4 Protect building to be reroofed, building interiors, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations. Repair affected areas to original existing condition prior to reroofing project.
- 1.5.5 Protect occupants and property below roofing activity at all times until work overhead is complete to the point that protection is no longer required.
- 1.5.6 Maintain access to existing walkways, corridors and other occupied or used facilities.
 - 1.5.6.1 Do not close or obstruct walkways, corridors and other occupied or used facilities without written permission from authorities having jurisdiction.
- 1.5.7 Limit construction loads on roof to 20 lbs/SF for uniformly distributed loads which includes rooftop equipment wheel loads.
- 1.5.8 Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit work to proceed without water entering into existing or new roofing system or building.

PART 2 PRODUCTS

2.1 AUXILIARY MATERIALS

- 2.1.1 General: Use only auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new BUR roofing systems.
- 2.1.2 Attachment of Wood blocking to wood substrate: Stormguard® hot dipped galvanized ring shanked or spiral decking nails with minimum 3/8" head as manufactured by Maze Nails.
- 2.1.3 Fasteners for wood sheathing: Hot dipped galvanized or Stainless Steel ring-shank 8D nails as mfg. by Maze Nails.
- 2.1.4 Wood blocking to structural steel: Corrosion resistant, self tapping, self-drilling screw with low profile head such as TRAXX™ 4.5 by ITW Buildex where length will allow; and where greater length is required countersink head and utilize TRAXX™ 5 by ITW Buildex. Acceptable equal alternates as manufactured by Construction Fasteners, Rawl, Olympic and Tru-Fast must be submitted for approval.
- 2.1.5 Wood blocking to masonry: Corrosion resistant masonry spikes with low profile head such as Powers Fasteners Spike® fastener.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- 3.1.1 Protect existing roofing systems that are indicated not to be reroofed.
- 3.1.2 Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- 3.1.3 Check all internal roof drains for clear passage of storm water. Report any clogged drains, drain leaders, gutters or downspouts to OWNER prior to the start of reroofing work. Contractor's start of work is regarded as Contractor's acceptance of clear drainage. Contractor will be responsible for all work required to clear drainage path after work under this contract has begun.
- 3.1.4 Raise mechanical equipment, ductwork, and curbs as necessary to maintain minimum 8" base flashing height.
 - 3.1.4.1 Extend sanitary vents as necessary to a minimum height of 8" above the finished roof surface.
- 3.1.5 Maintain roof drainage path in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drainage path and conductors. For internal drainage systems, use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
- 3.1.6 Replace any damaged, plastic or missing drain strainer baskets. Replace any damaged or broken drain clamping rings or bolt fasteners.
- 3.1.7 It is anticipated that hazardous materials will be encountered in the work of this project. Products containing asbestos fibers are present in the field membrane, base flashings and backer plies at RAs 1, 2 & 3. Reference Section 01010 Summary of Work.
 - 3.1.7.1 If other encountered materials are suspected of containing hazardous materials, do not disturb; immediately notify Architect and Owner. Hazardous materials not currently identified in the contract documents will be removed by Owner as a Change Order to the Contract or under separate contract with separate specialty contractor.
- 3.1.8 Storage or sale of removed items or materials on-site will not be permitted.
- 3.1.9 Utility Service: Maintain existing utilities in service and protect them against damage during the selective demolition operations.
 - 3.1.9.1 Maintain security and fire protection facilities in service during selective demolition operations.
 - 3.1.9.2 When unanticipated mechanical, electrical or structural elements that conflict with the intended function or design are encountered,

investigate and measure the nature and extent of the conflict. Promptly submit in writing a report to the Architect.

3.1.9.3 Verify that rooftop utilities and service piping have been shut off before commencing work which may not be safe if service is left on.

3.1.10 Site Access and Temporary Controls: Conduct removals, preparations and roofing installation operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.

3.1.10.1 Do not close or obstruct roads, streets, walks, walkways and other adjacent occupied and used facilities without written permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

3.1.10.2 Erect temporary protection where required by authorities having jurisdiction.

3.1.11 Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.1.11.1 Provide Temporary toilet facilities on site in location to be determined by Owner and Architect.

3.1.12 Examination of Roof Drains

3.1.12.1 Remove all asphalt or miscellaneous sealant accumulations from interior of all drain and overflow drain bowls prior to start of roof removals. Water test all prepared drain bowls and overflow drain bowls to locate any existing defects in drain casting.

3.1.12.2 Verify integrity of anchor lugs or threaded attachment points for drain clamping rings.

3.1.12.3 Advise Project Architect of any defect found in drain assemblies prior to start of roof removal. Contractor is responsible for all drains once new roof assembly is applied.

3.1.13 Coordination of Roof Contractor with Owner's Separate Communications Contractor

3.1.13.1 On the Humanities Office Building, there are three Verizon telephone towers located on the roof with coaxial cables running from the tower frames across sleeper mounted concrete ballasted conduit supports. These conduits penetrate the roof through single conduit roof penetration housing. The conduits will be raised in a temporary condition over the existing roofing membrane and the conduit supports removed and stored for reuse by Verizon contract employees prior to reroofing construction start.

3.1.13.2 Roofing contractor is to provide wood blocking within the new roofing assembly to finish flush with the new insulation height below the conduit support sleepers.

3.1.13.3 After the roofing system assembly is complete, Verizon Contractors will reposition their conduit and concrete conduit support sleepers over walk pads provided by the roofing contractor that are located over wood blocking buried in the system.

3.2 ROOF REMOVALS

3.2.1 General: Notify Owner each day of extent of roof tear-off proposed and obtain authorization to proceed from Owner's point of contact.

3.2.2 Roof Tear-Off at RA 1:

3.2.2.1 Remove existing aggregate surfaced bituminous Built-Up Roofing (BUR) assemblies, lightweight gypsum concrete deck and other roofing system components down to the structural concrete roof deck and discard.

3.2.2.1.1 For Asbestos Containing Material (ACM) use protocol as required by all regulatory agencies having jurisdiction.

3.2.2.2 Remove or repair any obstruction which may interfere with the proper application of new materials.

3.2.2.3 Miscellaneous Removals

3.2.2.3.1 Remove existing abandoned deck vents and abandoned equipment curbs, and discard.

3.2.3 Roof Tear-Off at RAs 2 & 3:

3.2.3.1 Remove existing aggregate surfaced bituminous Built-Up Roofing (BUR) assemblies and other roofing system components down to the lightweight gypsum concrete deck and discard.

3.2.3.1.1 For Asbestos Containing Material (ACM) use protocol as required by all regulatory agencies having jurisdiction.

3.2.3.2 Remove base sheet fasteners and base sheet and discard. Repair damaged lightweight gypsum fill decking with like material.

3.2.3.3 Remove or repair any obstruction which may interfere with the proper application of new materials.

3.2.3.4 Miscellaneous Removals

3.2.3.4.1 Remove existing abandoned deck vents and abandoned equipment curbs, and discard.

3.3 DECK PREPARATION

- 3.3.1 Inspect deck after tear-off of BUR roofing system.
- 3.3.2 If gypsum concrete decking is damaged or deteriorated, repair or replace in accordance with Section 03520 Gypsum Concrete Roof Deck.
- 3.3.3 If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.
- 3.3.4 Provide solid wood blocking below hot vent stack flanges.
- 3.3.5 Provide solid wood blocking below roof membrane in locations where existing ballasted conduit supports are to be located. Coordinate exact locations of ballasted conduit supports with Verizon Technical Representative.
- 3.3.6 Extend wood blocking at equipment curbs as necessary to maintain minimum 8" base flashing heights.

3.4 WOOD BLOCKING AT PARAPET WALLS

- 3.4.1 Install new 2 x 8 wood blocking to the top of the concrete parapet wall, attached with 3/8" dia. epoxy bolts spaced at 36" O.C.
 - 3.4.1.1 Extend new wood blocking 1 1/2" beyond the interior face of the parapet wall to finish flush with new wood furring strips at the base of the parapet wall.
 - 3.4.1.2 Cut 1" x 1" notches through the base of the wood blocking on top of the parapet wall, to allow for ventilation of the parapet wall. Space notches at 24" O.C.
- 3.4.2 Install new 2 x 6 horizontal furring strips and 3/4" exterior plywood sheathing on inside face of parapet walls, as shown on Project Drawings.
 - 3.4.2.1 Install 2 x 6 furring strips in 48" segments. Set furring strips 1" above the existing gypsum roof deck and leave a 2" gap in between furring strips.
 - 3.4.2.1.1 Fasten to masonry walls using 1/4" x 3" drive pins spaced at 8" centers.
 - 3.4.2.2 Fasten plywood to furring strip and parapet wall top plate with 10d hot dip galvanized, ring shank nails spaced at 8" centers.
 - 3.4.2.2.1 Set plywood sheathing 1/2" above the existing gypsum roof deck
- 3.4.3 All lumber and plywood in contact with cast in place concrete is to be treated and kiln dried in accordance with Section 06100 of these specifications.

3.5 INSTALLATION OF NEW SAFETY ANCHOR

- 3.5.1 New safety anchors and miscellaneous angles will be provided to the Contractor by the Owner. Contractor is to provide all fasteners necessary to install new safety anchors and miscellaneous angle supports.
- 3.5.2 Refer to drawing sheets R1 & R2 for approximate location of new safety anchors. Safety anchors are to be located in the center of the span between concrete "T" joists.
- 3.5.3 Fasten new miscellaneous steel angle to the underside of the structural concrete deck as described in the details attached to the end of this section.
- 3.5.4 Drill pilot holes for the $\frac{3}{4}$ " thru bolts through the miscellaneous angle, structural concrete and lightweight concrete deck to locate the placement of the 16"x16" base plate and safety anchor.
- 3.5.5 Once the location of the safety anchor has been identified, remove the existing lightweight concrete in an area large enough to install the base plate and safety anchor directly over the structural concrete slab. Existing lightweight concrete removals are to be limited to a 24"x24" area, unless adjacent lightweight concrete is damaged or deteriorated.
- 3.5.6 Thru bolt the 16" galvanized plate to the previously installed miscellaneous angle with (4) $\frac{3}{4}$ " bolts per plate as described in the details attached to the end of this section.
- 3.5.7 Once safety anchor has been installed, fill in the hole in the lightweight concrete deck with Pyrofill as described in Section 03520 Gypsum Concrete Roof Deck.

3.6 EXISTING BASE FLASHINGS

- 3.6.1 Remove existing base flashings around parapets, curbs, walls, and penetrations.
- 3.6.2 For Asbestos Containing Material (ACM) use protocol as required by all regulatory agencies having jurisdiction.
- 3.6.3 Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.

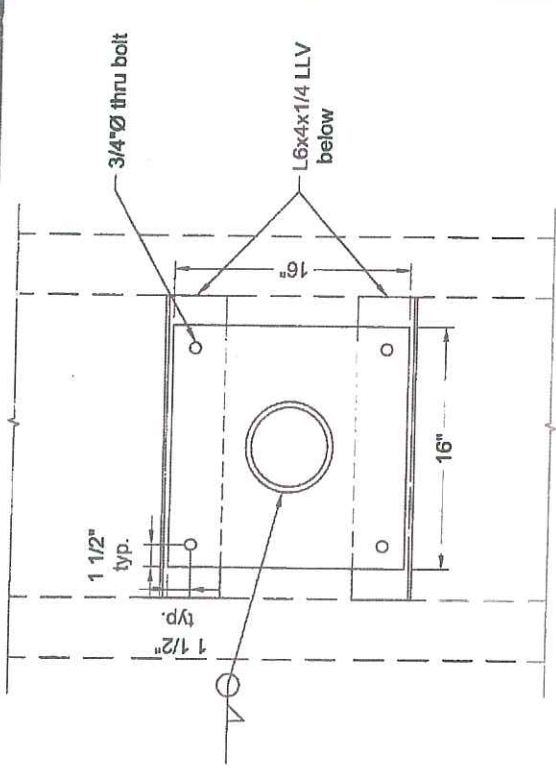
3.7 DISPOSAL

- 3.7.1 Collect and place demolished materials in containers daily. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- 3.7.2 For Asbestos Containing Material (ACM) use protocol as required by all regulatory agencies having jurisdiction. Utilize disposal site as selected by the Owner.
- 3.7.3 Do not burn demolished material on site.
- 3.7.4 Transport demolished materials off Owner's property and dispose legally.

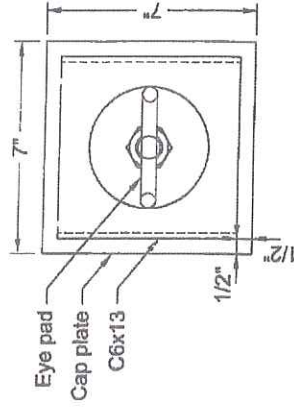
3.8 DOCUMENTATION

- 3.8.1 Provide SCDHEC permit, trip manifests as well as required documentation for those personnel working with the ACM removals.

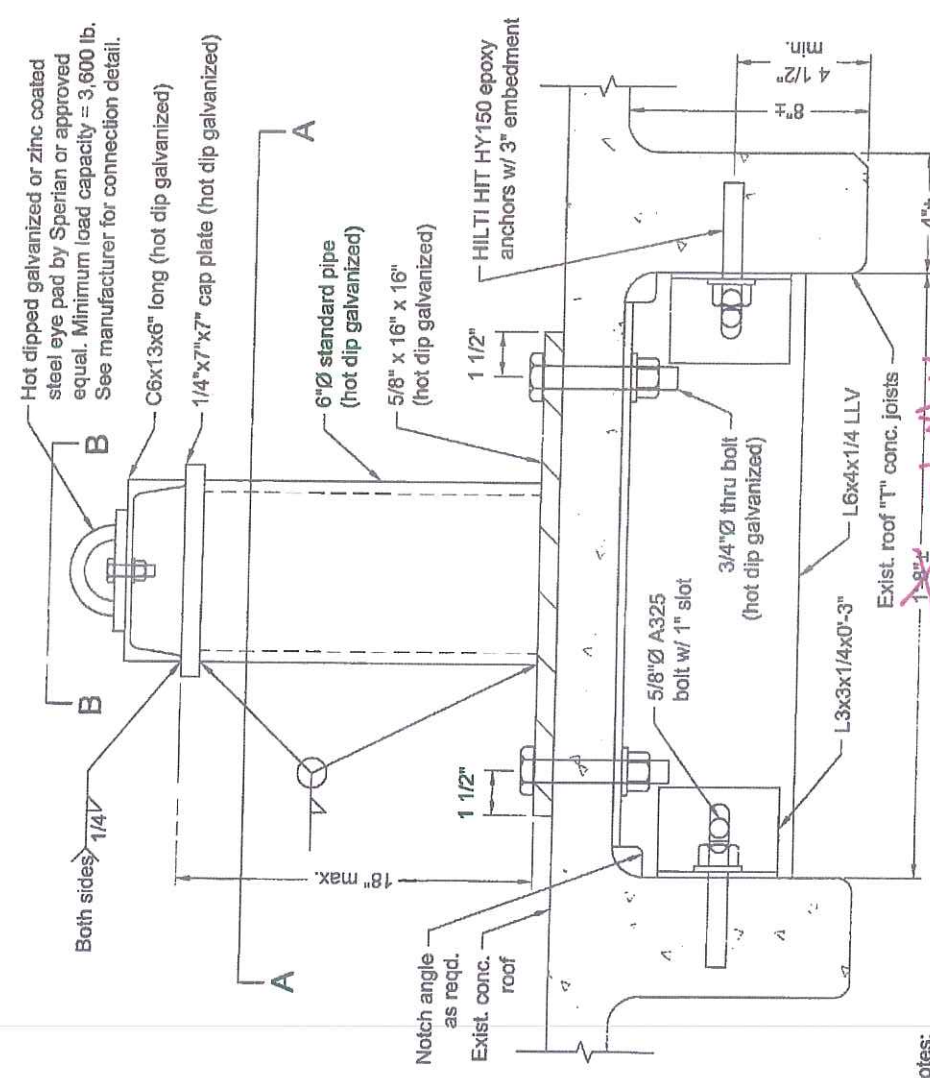
END OF SECTION 07591



Section A-A
Scale: 1-1/2" = 1'-0"



Section B-B
Scale: 3" = 1'-0"



Typical USC Thomas Cooper Library
Safety Anchor Base Detail
Scale: 3" = 1'-0"

- Notes:
- Design based on provided existing structural drawing and assumed 3000psi conc. roof slab.
 - Total design ultimate load is 3,600lb (with a safety factor of 2)
 - Contractor shall field verify the existing condition with design requirements. The Engineer shall be notified of any deviation from this detail.

TCL Roof Safety Anchor
April 17, 2012
C&A# 392520B-12



SECTION 07620

FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 WORK INCLUDED

- 1.1.1 Fabrication and installation of new counter flashings and receivers.
- 1.1.2 Fabrication and installation of new hot vent stack flashings.
- 1.1.3 Fabrication and installation of new roof drain flashing.
- 1.1.4 Fabrication and installation of new coping caps.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- 1.2.1 Rough Carpentry - Section 06100
- 1.2.2 Modified Bitumen Membrane Roofing – Section 07550
- 1.2.3 Reroofing Removals & Preparations – Section 07591

1.3 QUALITY ASSURANCE

- 1.3.1 Qualifications of the Manufacturer: Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Consultant.
- 1.3.2 Qualifications of the Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for the proper performance of the work in this section.

1.4 SHOP DRAWINGS

- 1.4.1 Submit shop drawings for all metal component shapes in accordance with specifications.
- 1.4.2 Indicate material profile, jointing pattern, jointing details, fastening methods, and installation details.

1.5 SUBMITTALS

- 1.5.1 Refer to Shop drawings, Product Data and Samples - SECTION 01340

1.6 STORAGE AND HANDLING

- 1.6.1 Store materials dry in accordance with Specifications.

- 1.6.2 Stack material to prevent twisting, bending, or abrasion.
- 1.6.3 During storage prevent material contact with any substance that would discolor or stain, including soil and water.

1.7 SCHEDULING

- 1.7.1 All new sheet metal work shall be closely coordinated with the installation of the new roofing membrane such that roofing membrane terminations will not be left unprotected by metal.
- 1.7.2 New sheet metal components shall be installed directly after roofing work such that roofing membrane terminations will not be left unprotected by metal.
- 1.7.3 Immediately after installation of new sheet metal work, install all bituminous flashings such that moisture is not trapped under new metal components.

1.8 GUARANTEE

- 1.8.1 All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the Contractor to maintain all sheet metal flashing in a watertight condition without cost to the Owner for a period of two (2) years after date of final completion.

PART 2 PRODUCTS

2.1 SHEET METAL MATERIAL

- 2.1.1 Pre-finished Metal: Smooth 0.040 aluminum, ASTM B 204, primed both sides and factory finished on one side with Kynar based fluoropolymer coating. Metal to be masked with protective plastic film. Color to be selected from the manufacturer's premium color chart. Accepted manufacturers are Vincent Metals and Petersen Aluminum.
- 2.1.2 Aluminum, Sheet: Conforming to ASTM B 209. Note: Divorce from any preservative treated lumber with at a minimum one layer of 15 Lb. asphalt saturated felt.
- 2.1.3 Stainless steel: 24 gage, Type 302/304 Mill Rolled Finish No.2D or 2B, Conforming to ASTM A 167, Federal Specification QQ-S-766C.
- 2.1.4 Solder for Stainless Steel: Solder joints with stainless steel type flux, 50/50 solder, neutralize flux after soldering.

2.2 METAL COMPONENT WEIGHT & FINISH SUMMARY:

2.2.1	Coping Cap	.040 pre-finished aluminum
2.2.2	Locking Cleat	.050 mill finished aluminum
2.2.3	Counter Flashing, curb	.040 mill finished aluminum
2.2.4	Counter Flashing, wall	.040 mill finished aluminum
2.2.5	Drain Flashing	4 lb. sheet lead
2.2.6	Hot Vent Stack Flashing	24 ga. stainless steel

2.3 ACCESSORY MATERIALS

- 2.3.1 All clamps, straps and supports to be stainless steel.
- 2.3.2 Nails: Shall be hot-dipped galvanized ring shank nails, size as required by construction.
- 2.3.3 Metal to Metal Screws: Shall be ITW Buildex SCOTS stainless steel 12-14x1" (Part No. 1165209) with bonded washer.
- 2.3.4 Wood to Metal Screws: Shall be ITW Buildex TRAXX™ Climacoat™ flat head 12-24x2½" (part No. 1094000).
- 2.3.5 Caulking: Sealant shall be Sikaflex - 1a, manufactured by Sika Corporation; Chem-Calk 900, manufactured by Bostik, Inc.; or Sonolastic NP-1, manufactured by Sonneborn Building Products or approval equal. Color shall be selected by Owner.
- 2.3.6 CLEANER: For Sikaflex 1a, cleaner shall be Xylol, Toluol, Methyl ethyl ketone, or commercial solvent recommended by the sealant manufacturer.
- 2.3.7 PRIMER: Shall be as recommended by sealant manufacturer.
- 2.3.8 Flexible Vinyl Flashing: Shall be 20 mil PVC, width as required, such as that manufactured by BMCA, a division of GAF.

2.4 FABRICATION

- 2.4.1 Fabricate and install sheet metal sections in 10-foot lengths except where shorter lengths are required by construction.
- 2.4.2 Form sections square, true, and accurate to size, free from distortion, sharp edges, and other defects detrimental to appearance or performance.
- 2.4.3 Junctures, intersections, corners, and unions of sheet metal shall be held to 24-inch leg minimum.

- 2.4.4 Interior and exterior corners, joints of coping cap shall be formed with 1-inch standing seams.

PART 3 EXECUTION

3.1 INSPECTION

- 3.1.1 Inspect all surfaces to which metal is to be applied to verify they are clean, smooth, free of depressions, waves, or projections and have solidly supported joints. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application of the new material.

3.2 REMOVAL

- 3.2.1 Reference Section 07591 Removals and Preparation

3.3 INSTALLATION

- 3.3.1 Dissimilar metals shall be kept separated to prevent galvanic action. Preventative measures shall include separation by suitable electrolysis breaking material.
- 3.3.2 Separate any aluminum components from preservative treated lumber with a minimum divorcing layer of 15 lb. asphalt saturated building felt. NEVER USE ALUMINUM FASTENERS IN PRESERVATIVE TREATED LUMBER.
- 3.3.3 All metal flanges shall be installed on top of membrane in accordance with membrane manufacturer's written installation instructions.
- 3.3.4 Flash in metal flanges per roofing system manufacturer's written recommendations and contract document detail drawings.
- 3.3.5 Install metal to be water and weather tight with lines, arises, and angles sharp and true with plane surfaces free of waves or buckles.
- 3.3.6 Form and install new counter flashing metal as shown in detail drawings. Lap joints 3 inches.
- 3.3.7 All exposed edges of sheet metal shall be folded back, or hemmed, onto concealed surfaces (minimum 1/2").
- 3.3.8 All hemmed edges to be engaged in locking cleats shall have 3/4" hem with a folded back return of 5/8". Hem angle maximum 30°. Reference SMACNA Architectural Sheet Metal Manual (Fifth Edition) Figure 2-1 Detail 1.
- 3.3.9 Install shop formed coping caps in 10 foot lengths maximum with a minimum number runs in each straight profile.
- 3.3.10 All locking cleats to be one gauge heavier than metal fabrication being secured by the cleat.

3.3.11 NEW COUNTERFLASHING INSTALLATION:

3.3.11.1 At existing equipment curbs:

- 3.3.11.1.1 Snip the corners of the existing metal counter flashing and fold up to allow for acrylic resin base flashings to be installed.
- 3.3.11.1.2 Once base flashings have been installed and allowed to cure, fold the existing flashing back to its original position.
- 3.3.11.1.3 Form an L shaped corner reinforcement for the existing counter flashing out of 24 gage stainless steel. Legs of the corner reinforcement will be a minimum of 1 ½”.
- 3.3.11.1.4 Pop rivet the existing counter flashing to the new corner reinforcements with a minimum of 2 fasteners per corner.

3.3.11.2 At air intake louver wall:

- 3.3.11.2.1 Form and install new two piece counter flashing metal with lap in joints a minimum of 3 inches and lock joints. Notch and lap counter flashing sections a minimum of 3 inches.
- 3.3.11.2.2 Fasten new counter flashing receiver trim to the vertical leg of the existing louver assembly at 6” O.C.
- 3.3.11.2.3 Install new backer rod and sealant in the void created by the overhang of the louver assembly where it meets the vertical wall.
- 3.3.11.2.4 Pop rivet new counter flashing to receiver at 6” O.C.

3.3.12 HOT VENT STACK FLASHING INSTALLATION:

- 3.3.12.1 Trim existing hot vent stack flashing bonnet, leaving a minimum 2” flange to attach the new bonnet to.
- 3.3.12.2 Set flange of new metal sleeve over membrane base ply in solid bed of black plastic roof cement. Secure flange to previously installed wood blocking with suitable fasteners placed near each corner and at the center of each side.
- 3.3.12.3 Strip flange with one strip of the membrane base ply to field membrane. Fit stripping ply snugly to the vertical flange. Extend ply at least six inches beyond the flange.
- 3.3.12.4 Cut and fit new foam glass insulation in between the previously installed wood blocking and the hot vent stack pipe.

3.3.12.5 Install acrylic resin flashing, extending a minimum height of 6" up the vertical surface of the flanged metal sleeve.

3.3.12.6 Attach new metal hot vent stack bonnet to the existing bonnet flange with a minimum of four fasteners.

3.3.13 NEW DRAIN FLASHING INSTALLATION:

3.3.13.1 Prior to the installation of the new modified bitumen cap sheet, install new drain flashings at existing main roof drains.

3.3.13.2 Use 4 lb. Lead sheet 3'X3' or at least large enough to extend a minimum of 12" outside the drain flashing flange.

3.3.13.3 Cut hole in the center of the lead flashing with a diameter 2" less than the inside diameter of the flashing flange.

3.3.13.4 Prior to the application, prime top and bottom surface of lead flashing with asphalt primer, center over drain and set in a bed of black plastic roofing cement. Install drain clamping ring over lead sheet and pull it down uniformly and tight.

3.3.13.5 Trim excess lead from inside flashing flange leaving approximately 1-1/2" of lead extending into the drain bowl. Mallet lead to conform to shape of drain bowl. Remove and install new lead flashing if flashing is torn or cut.

3.3.13.6 Where bolts penetrate lead flashings assure holes are punched through lead flashings at a smaller diameter than that of bolts. Apply clamping flange and secure uniformly and tight.

3.3.13.7 Cover lead flashing sheet with one ply of the base ply membrane. Extend the ply at least 12" beyond the lead flashing.

3.3.14 NEW METAL COPING CAP INSTALLATION:

3.3.14.1 Form and install new metal coping cap in accordance with SMACNA Architectural Sheet Metal Manual Figure 3-4 A.

3.3.14.2 Prior to the application of the metal coping cap, install a strip of 20 mil PVC flashing in as long a strip as practical over the wood blocking and metal locking cleats. Lap ends 6" minimum and cement with flashing cement.

3.3.14.3 Use maximum 10' sections with minimum number of sections in each straight run. Form 1" standing seam at ends of sections and seal.

END OF SECTION