



SPECIFICATIONS FOR
BYRNES CENTER
ROOF REPLACEMENT AND REMEDIAL REPAIRS
UNIVERSITY OF SOUTH CAROLINA
COLUMBIA, SOUTH CAROLINA
PROJECT NO. H27-6094-D



Project No. FH126810
WLB:cco
8/6/12

BID DOCUMENTS

Terracon Consultants, Inc. 521 Clemson Road Columbia, South Carolina 29229
P (803) 741-9000 F (803) 741-9900 terracon.com

Geotechnical

Environmental

Construction Materials

Facilities

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PROJECT NAME: Byrnes Center Roof Replacement and Remedial Repairs
University of South Carolina, Columbia, South Carolina

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**SE-310
REQUEST FOR ADVERTISEMENT**

2011 Edition
Rev. 7/20/2011

PROJECT NAME: Byrnes Center Roof Replacement and Remedial Repairs

PROJECT NUMBER: H27-6094-D

PROJECT LOCATION: University of South Carolina, Columbia, South Carolina

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

CONSTRUCTION COST RANGE: \$200,000-\$500,000

DESCRIPTION OF PROJECT: Roof replacement and remedial repairs of James F. Byrnes Center

A/E NAME: Terracon Consultants, Inc.

A/E CONTACT: William Locke Burnette, EI

A/E ADDRESS: Street/PO Box: 521 Clemson Road, Columbia, SC 29229

City: Columbia

State: SC ZIP: 29229-

EMAIL: wlburnette@terracon.com

TELEPHONE: 803-741-9000

FAX: 803-741-9900

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 download plans, specifications, addenda, award and any other documents from the purchasing website http://purchasing.sc.edu

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

DATE: 8/21/2012 **TIME:** 10:00 a.m. **PLACE:** 743 Greene Street, Conference Room 53, Columbia, SC

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC ZIP: 29208-

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: 803-777-3596

FAX: 803-777-7334

BID CLOSING DATE: 9/5/2012 **TIME:** 2:00 p.m. **LOCATION:** 743 Greene St., Conference Room 53, Columbia, SC

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: _____

AIA DOCUMENT (BY REFERENCE ONLY)

**AIA DOCUMENT A701, INSTRUCTIONS TO BIDDERS – 2007 EDITION
IS A PART OF THESE BIDDING DOCUMENTS BY REFERENCE ONLY.
DOCUMENTS MAY BE VIEWED AT THE UNIVERSITY OF SOUTH CAROLINA**

**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-Attorney with the bid bond.

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

2.34. Delete Section 6.1 and substitute the following:

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

2.36. 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

DRAFT

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, South Carolina 29208 »
« »

BOND AMOUNT: \$ « »

PROJECT:

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

«Byrnes Center»
«University of South Carolina
Columbia, South Carolina»
« »

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

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.

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.

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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal)

(Seal)

« »

(Title)

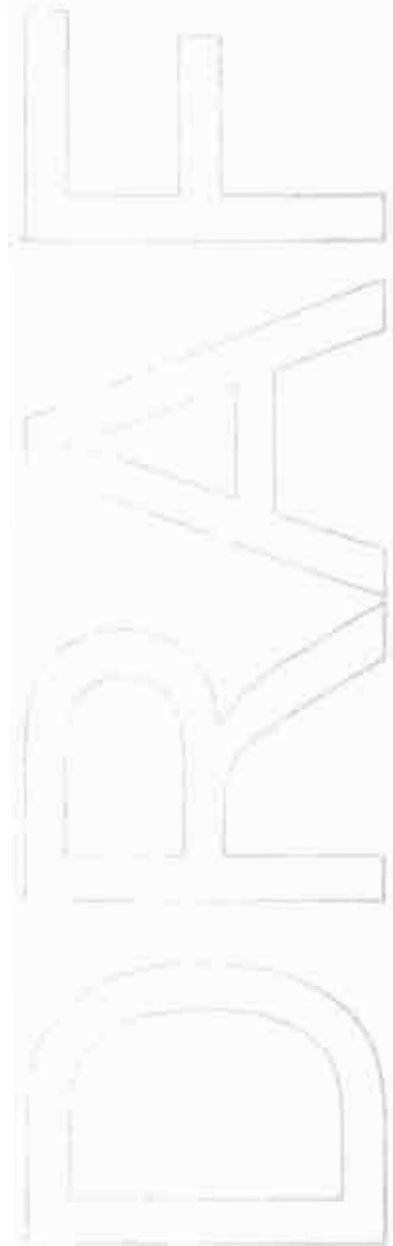
« »

(Surety)

(Seal)

« »

(Title)



**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-D Byrnes Center Roof Replacement and Remedial Repairs
(Number) (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 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):*

Removal and disposal of all existing roof system and associated components on contracted roof area; installation of new roof system and all associated components and all associated miscellaneous work specified herein

_____, which sum is hereafter called the Base Bid.

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

ALTERNATE #1 (Brief Description): N/A

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

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

ALTERNATE #2 (Brief Description): N/A

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

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

ALTERNATE #3 (Brief Description): N/A

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

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

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.

§ 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 80 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

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

§ 10. AGREEMENTS

a. Bidder agrees that this bid is subject to the requirements of the law of the State of South Carolina.

b. Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.

c. Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

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

(Electronic Bid Bond Number)

(Signature and Title)

**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: _____

UNIT PRICE FORM
(To Be Included with Bid Form)

BID SUBMITTED BY: _____

FOR PROJECT: PROJECT NAME: Byrnes Center Roof Replacement and
Remedial Repairs
PROJECT NUMBER: H27-6094-D

No.	Item	Base Bid Qty.	Unit of Measure	Unit Price
1.	Replace wood blocking	100	Board Foot	\$ _____
2.	Replace sealant at wall joints.	500	Lineal Feet	\$ _____
3.	Tuckpoint mortar joints.	500	Square Feet	\$ _____

Bidder acknowledges 1) that the estimated base bid quantities are subject to increase or decrease depending on actual conditions encountered, 2) that payment will be made on actual quantities at the Unit Prices stated herein, and 3) that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the contract amount by direct increase or decrease.

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

By: _____
(Signature)

Date: _____

AIA DOCUMENT (BY REFERENCE ONLY)

**AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR IS A PART OF THESE BIDDING DOCUMENTS
BY REFERENCE ONLY.
DOCUMENTS MAY BE VIEWED AT THE UNIVERSITY OF SOUTH CAROLINA.**

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

2011 Edition

OWNER: University of South Carolina
PROJECT NUMBER: H27-6094-D
PROJECT NAME: Byrnes Center Roof Replacement and Remedial Repairs

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 5.1.1, 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%)."

STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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

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

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

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

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

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

Tom Opal, Senior Project Manager, 743 Greene Street, Columbia, SC topal@fmc.sc.edu 803-777-7076

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, title, postal address, telephone numbers, and other information)*

Dale Branham, University of South Carolina, 743 Greene Street, Columbia, SC 29208, 803-777-1288

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, postal address, telephone numbers, and other information)

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 numbers, email address, and other information)*

**STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

2.14. *Add the following Section 8.6.1:*

8.6.1 The Architect's representative:

(Name, title, postal address, telephone numbers, and other information)

Wm. Locke Burnette, Terracon Consultants, Inc., 521 Clemson Road, Columbia, SC 29229, cell:
980-229-5235

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)
Intent to Award Notice (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 (BY REFERENCE ONLY)

AIA DOCUMENT A201 – GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION IS A PART OF THESE BIDDING DOCUMENTS
BY REFERENCE ONLY.
DOCUMENTS MAY BE VIEWED AT THE UNIVERSITY OF SOUTH CAROLINA.

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

2011 Edition

OWNER: University of South Carolina

PROJECT NUMBER: H27-6094-D

PROJECT NAME: Byrnes Center Roof Replacement and Remedial Repairs

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 constructions 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

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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 I of the South Carolina Code of Laws. . Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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.

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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.

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)*

See Section 01210 - Allowances and Section 01270 - Unit Prices

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

See AIA Document A201, 00811-OSE, and requirements specified in the technical specifications

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

See AIA Document A201, 00811-OSE, and requirements specified in the technical specifications

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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)*

See Section 01000 - General Requirements

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

See Section 01000 - General Requirements and specific instructions in the technical specification

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

Use Supplemental General Conditions for Construction Projects

USC SUPPLEMENTAL GENERAL CONDITIONS
FOR CONSTRUCTION PROJECTS

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

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

matting structurally functional.

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

Campus Vehicle Expectations

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

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
University of South Carolina

743 Greene Street

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

Byrnes Center Roof Replacement and Remedial Repairs-Project Number - H27-6094-D

Remove and discard existing roof system, base flashings, coping caps and associated components.

Install new single ply roof system and all associated components.

(Insert project Name and Number and Brief Description of Awarded Work)

in accordance with Drawings and Specifications prepared by Terracon Consultants, Inc., 521 Clemson Road,
Columbia, SC 29229

(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.

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
University of South Carolina

743 Greene Street
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

Byrnes Center Roof Replacement and Remedial Repairs-Project Number - H27-6094-D
Remove and discard existing roof system, base flashings, coping caps and associated components.
Install new single ply roof system and all associated components.

(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 Terracon Consultants, Inc., 521 Clemson Road,
Columbia, SC 29229

(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: _____

SURETY: _____

_____ (Seal)

_____ (Seal)

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Witness: _____

(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.

SECTION 01000 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications Sections, apply to this section.

1.2 PROJECT NAME

- A. The name of this project is Byrnes Center Roof Replacement and Remedial Repairs, Project Number H27-6094-D.

1.3 PROJECT LOCATION

- A. The work specified under this contract is located at Byrnes Center on the main campus of the University of South Carolina, Columbia, South Carolina

1.4 WORK BY OWNER

- A. The Owner may be performing work adjacent to this site during the construction period.

1.5 ACCESS TO THE SITE

- A. The Contractor shall have full access to the site during normal working hours. It is anticipated that work will occur between 7:00 a.m. and 6:00 p.m. daily.

1.6 COORDINATION WITH THE OWNER

- A. Coordination of this work with the Owner is of utmost importance. The Owner must have access to the site and adjoining areas to be able to continue ongoing programs.
- B. The Contractor shall maintain the site in a clean and safe condition so that use by the Owner will not be unreasonably impeded.
- C. There will be continual vehicular and pedestrian traffic in and adjacent to the work site. The Contractor shall be responsible for any safety barricading of the work site to insure the safety of the site for these pedestrians.
- D. The Contractor shall be responsible for providing any and all traffic control devices necessary for the prosecution of this work.

1.7 PROJECT MEETINGS

- A. Pre-construction Conference: Prior to the start of work, there shall be a conference attended by the Contractor, Subcontractor(s), the Owner's representative, roofing manufacturer's representatives, and other parties who may be designated by the Owner, to be convened at the work site for the purpose of reviewing the specifications and job condition and resolving any questions arising. The date and time of this pre-construction conference shall be coordinated with both the Owner and the Engineer.

1.8 WORK SCHEDULES AND PHASING REQUIREMENTS

- A. The Contractor shall accomplish the scope of work specified in these documents in such manner as to minimize traffic disruption. The method and schedule that the Contractor proposes to accomplish the work shall be approved by the Owner prior to beginning the work.

1.9 USE OF SITE

- A. The Contractor shall have full use of the site as required to accomplish the specified construction, limited only by the Owner's right to perform maintenance operations on adjacent facilities and to accommodate any special events that may arise that require use of the site.
- B. The Contractor shall limit the construction operations to the areas noted on the Drawings and in the Contract Documents. Particular care shall be taken in avoiding existing trees and other landscape material within the confines of or adjacent to the construction area.
- C. The Contractor shall resume full responsibility for the protection and safe-keeping of materials, equipment, and ongoing work on the site. Do not unreasonably encumber the site with materials and equipment that may pose unnecessary risk to both pedestrian and vehicular traffic.
- D. See Section 01400 – Quality Requirements concerning access to the work area and use of the building.

1.10 TESTING LABORATORY SERVICES

- A. The Owner may contract laboratory testing services directly with a qualified testing firm. The Contractor shall coordinate and be responsible for scheduling any required testing with the testing laboratory. The Contractor shall also be responsible for payment to the laboratory for retesting of any installation failing initial testing.

1.11 SANITARY FACILITIES

- A. The Contractor shall furnish and maintain a portable chemical toilet for use by all contract forces on the project. Use of any University facilities is not permitted. The location of the chemical toilet shall be coordinated with the Owner's Representative.

1.12 TEMPORARY BARRICADES

- A. The Contractor shall be responsible for furnishing and maintaining all necessary barricades, fencing, and other required barriers to ensure the safety of the site.

1.13 GROUNDS AND LANDSCAPING PROTECTION

- A. Protect grounds and landscaping from damage. In the event of damage, restore damaged property to a condition equivalent to that at time of start of operations.

1.14 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall be responsible for strict compliance with all sediment and erosion control measures as specified in any applicable South Carolina DHEC Erosion and Sediment Control Permit and as indicated on the Drawings.

1.15 FIELD ENGINEERING

- A. The Contractor shall be responsible for all field engineering and site layout work and for the verification of all field dimensions and material quantities required for the execution of this project.

1.16 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- A. The Contractor shall be responsible for the legal disposal of all construction waste and debris that is generated on this project. This includes both waste produced by specified demolition as well as domestic waste generated by the Contractor's personnel on the site. Disposal of all waste must be at a properly licensed solid waste landfill.

1.17 FINAL CLEANING

- A. Prior to requesting an inspection for Substantial Completion, clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions in the use of cleaning equipment, materials, or products.
- B. Clean the site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.
- C. Remove any temporary protection and facilities installed for protection of work during construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01000

SECTION 01100 – GENERAL INFORMATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF THE EXISTING SYSTEMS

- A. Information in this Section is provided only to establish a general description of the existing systems. The Contractor is responsible for visiting the site and becoming satisfied as to the existing conditions, size of roof area, etc. before preparation and submission of bid. Receipt of bid will be considered evidence Contractor has inspected roof and building exterior or otherwise become satisfied on all details relating to the work.

- B. Existing systems are as follows:

- 1. Roof Areas A, B, C and D:

- a. Gravel embedded in asphalt.
- b. Fiberglass and asphalt built-up roof.
- c. Tapered mineral perlite starting at 1 inch.
- d. Felt vapor retarder.
- e. Structural concrete deck.

- C. Slope is approximately ¼ inch per foot in existing tapered insulation and slope in deck.

- D. Drainage on roof areas are as follows:

- 1. Roof Area A: Internal roof drains.
- 2. Roof Area B: Gutter and downspout to Roof Area A
- 3. Roof Area C: Internal roof drain
- 4. Roof Area D: Internal roof drain

- E. Coping caps, counterflashings and all associated metals on roof areas are stainless steel.

- F. The approximate size and height of each roof area is as follows:

Roof Area	Size	Height
A	9,767 sq.ft.	98 ft.
B	372 sq.ft.	112 ft.
C	136 sq.ft.	112 ft.
D	181 sq.ft.	98 ft.

- G. Base flashings generally consist of granule surfaced modified bitumen.

H. Remedial Repairs

1. Sealant is located at top floor windows that are inset with shading systems installed over the window. Sealant is also located at stone ledge.
 2. Tuckpointing and mortar work is located on stair tower on west corner of building. Tuckpoint work also includes three (3) rows of mortar joints directly below the stone ledge around the perimeter of Area A at the top floor.
- I. Various lines, including but not necessarily limited to conduit, wires and cables are present on roof surface. Contractor is responsible to become familiar with the locations, purposes and types of lines present and to ensure that all lines are properly protected during the course of the work, remain in service during the course of the work and are repositioned in their appropriate places at the conclusion of the work unless specifically indicated otherwise herein or on drawings. Contractor is to carefully coordinate any activities relating to such lines with the Owner prior to conducting such activities.
- J. Contractor shall be responsible to document all existing damage to facility prior to beginning work and producing documentation acceptable to Engineer prior to starting work. Damage discovered during the project which was not documented and which is not clearly the responsibility of others may be presumed by the Engineer or Owner as the responsibility of the contractor. Documentation may be in the form of written statements and/or drawings but must also be supported with photographs and/or video tape supplied by contractor.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The project consists of four (4) roof areas at the James F. Byrnes Center.
- B. Project Location: 943 Sumter Street, Columbia, South Carolina 29280
- C. Project Owner: University of South Carolina
- D. The terms "Architect" and "Engineer" used in the contract documents are that individual, partnership, or corporation engaged by the Owner for the preparation of certain of the Contract Documents, and referred to in the Contract Documents. The "Architect" or "Engineer" may, however, be an Architect, Architect-Engineer, Engineer or other design professional authorized by the Owner to perform such functions and the terms are interchangeable.
- E. Engineer Identification: The Owner has elected to designate Terracon Consultants Inc., Columbia, South Carolina as Engineer for this Project.
- F. Furnish all labor, materials, tools, equipment, devices, appliances, utilities, transportation, and other facilities and services necessary to accomplish the work described in these specifications.
- G. Work under the Base Bid generally consists of the following and all associated miscellaneous work as specified herein.
1. Roof Areas A, B, C and D:
 - a. The work specified under this project generally consists of the complete removal and disposal of all existing roofing, roof insulation, flashings and

metal flashings, pitch pockets, and the installation of new insulation, single-ply PVC roofing membrane, flashings and metal flashings, and all associated miscellaneous work specified herein. The work also includes, but is not limited to, all necessary coordination, temporary traffic control, protection of adjacent facilities, final cleaning, and warranties associated with the construction of this project. The Contractor is responsible for verifying all quantities and dimensions.

2. Through-wall flashing at penthouse walls above roof level:
 - a. Remove approximately 88 lineal feet of existing through-wall flashing at penthouse walls above roof level. Clean area of all debris and rework through-wall flashing at locations specified herein.
3. Remedial Repairs
 - a. Remove all existing sealant at top floor window locations. Clean sealant joint areas of all debris and reseal all joints using specified sealant (approximately 2000 lineal feet).
 - b. Pressure wash tile cladding at stair tower at Areas C and D to remove any loose or unattached mortar in joints. Rework all mortar joints that are missing grout (approximately 50% of mortar joints) with specified mortar and tuckpoint in efforts to match existing mortar joints in color, texture, and profile.
 - c. Tuckpoint three (3) rows of mortar joints located directly below the stone ledge at the perimeter of the top floor of Area A (approximately 660 square feet).
4. Roof Anchors
 - a. On Areas B and C, new roof anchors are to be installed at locations noted on the Roof Plan Drawing RP. Refer to Roof Anchor Detail Drawings.
 - b. On the wall of the penthouse, Area B, install wall anchor at locations noted on Drawings. Refer to Roof Anchor Detail Drawings.
 - c. Owner will provide the welded assemblies. Contractor will be responsible for penetrations and all securement hardware. For 4 x 4 angle at wall anchor, Owner will provide material.
 - d. All roof anchor work shall be coordinated with the roof placement work such that new roof anchors are installed prior to installation of new roof system.

1.4 SAFETY AND PROTECTION

A. Protection Of Building And Property

1. Contractor will note that building will remain occupied during work. He is responsible for taking all precautions necessary to protect building, contents, and personnel from damage or injury from his operations, and from water entry into the building during construction. Dirt and dust must be kept to a minimum.
2. At conclusion of each day's work, Contractor shall carefully inspect work including temporary daily tie-offs to ensure system is completely water tight; all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations.
3. On normal workdays when contractor does not work due to inclement weather or other reasons, Contractor's superintendent shall visit the site no later than his normal start time and verify that the system is completely water tight; all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations. Contractor shall be prepared to implement

- emergency repairs as necessary to prevent leakage into the facility up to and including placing containers to collect water should it pass into the building. Contractor will be responsible for all damages due to water intrusion.
4. Prior to starting work Contractor shall obtain approval of the Owner for locations, with the intention of causing minimal disruption to traffic flow to the facility and normal operations. Storage of equipment and materials shall not block or impede entrances, exits, and vehicular or pedestrian traffic. Work will be restricted to approved locations.
 5. Submit plans for removal and reroofing to Owner for his approval prior to starting work so that, if necessary, inside operations can be coordinated with the roofing work.
 6. All debris and removed material shall be removed from the site in a timely manner to minimize accumulation. At the end of each work day, Contractor is to clear site of all trash, debris, or materials associated with the roofing work.
 7. Contractor will be responsible for any damage to grounds and landscaping. In the event of damage he shall restore damaged property to a condition equivalent to that at time of start of operations. All asphalt stains or spills resulting from the roofing work shall be removed.
 8. Before moving equipment or materials over a roof, the Owner, Roofing Contractor, and any of their agents must protect the existing metal roof from damage during and following roofing work. Movement of equipment and materials without roof protection shall be cause for the Owner, Roofing Contractor or Engineer to stop work until protection is provided and any damage is corrected. The Owner's roofing construction monitor shall record all such violations.
 9. The Contractor, as a specific requirement of the project, is required to take all necessary precautions including, but not limited to, providing temporary floor covering during the project in the building and exit corridors necessary in the removal course of the project to be utilized by the Contractor and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This protection is not limited to floors, but also includes walls, ceilings, and furnishings in and along the construction pathway. The Contractor shall be required to clean, repair, or replace any building surface or furnishing damaged by the work force.

B. Fencing And Barricades

1. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary precaution to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby.
 - b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. All damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, and Subcontractor or anyone directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor.

C. Noise Barriers

1. Contractor shall control noise from operations so that building occupants are not affected.
2. Owner reserves the right to postpone or restrict work due to noise, fumes or disruptions to the building and occupants. There may be instances in which work must be relocated to another area or section.

1.5 GUARANTEES AND WARRANTY

- A. Upon completion of the work, and before final payment, Contractor shall furnish Owner a Warranty, properly executed and printed on the Contractor's standard letterhead form. Warranty shall be in the form included herein.
- B. Upon completion of work, furnish from manufacturer a standard twenty (20) year finish warranty for all prefinished metal.
- C. Upon completion of the work, and before final payment and/or release of retainage, Contractor shall submit and shall obtain from each subcontractor, material supplier, and equipment manufacturer, an asbestos free warranty, properly executed and printed on Contractor's subcontractors', materials suppliers' or equipment manufacturers' standard letterhead form. The asbestos free warranty shall be in the form included herein and signed by a responsible officer of the Contractor, subcontractor, material supplier and equipment manufacturer and notarized.
- D. See Division 7 Section "Thermoplastic Membrane Roofing" for additional warranty requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01210 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump Sum Allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures."
 - 2. Division 1 Section "Unit Prices."

1.3 ALLOWANCE PROCEDURES

- A. Prior to the conclusion of the project, credit the amount of unused allowance to Owner by Change Order.
- B. Deductive amounts of unit price work included in the Contract Sum will be calculated at 100% of the quoted unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 UNIT PRICE ALLOWANCE SCHEDULE

- A. Include the following unit price allowances in the Contract Sum:
 - 1. Allowance No. 1: Replace 100 bd. ft. of deteriorated wood blocking.
 - 2. Allowance No. 2: Replace 500 lineal feet of sealant.
 - 3. Allowance No. 3: Tuckpoint 500 square feet of loose or deteriorated mortar joints.

END OF SECTION 01210

SECTION 01250 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section “Allowances.”
 - 2. Division 1 Section “Unit Prices.”

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a Proposal Request Form estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - b. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.

3. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- C. Proposal Request Form: Use AIA Document G709 for proposal requests.

1.4 CHANGE ORDER PROCEDURES

- A. When the original construction contract is within the Agency's construction certification limit, Change Orders shall be authorized as follows:
1. If the Change Order does not cause the total construction amount to exceed the Agency's construction certification limit, then the Agency may authorize the work. The agency does not need to notify the OSE of these Change orders.
 2. If the Change Order causes the total construction contract amount to exceed the Agency's construction certification limit, then the Change Order must be approved by the State Engineer prior to the Contractor performing any work.
 - a. The agency shall submit the Change Order to the OSE on Form SE-480, along with all items listed in Chapter 3, paragraph 3.13 (describing how the construction contract was procured) for review and approval.
 - b. The construction contract shall thereafter be administered as a contract that originally exceeded the Agency's construction certification limit, as described in Paragraph 7.14.
- B. When the original construction contract award exceeds the Agency's construction certification limit, Change Orders shall be authorized as follows:
1. If the Change Order has any item or change in work which exceeds the Agency's construction change order certification limit, then the Change Order shall be authorized by the State Engineer prior to the contractor performing any work.
 - a. The agency shall send the Change Order, along with all substantiating data to the OSE for review and approval.
 - b. This applies to a change in work which deducts from the contract amount as well as a change in work that adds to the contract amount.
- C. Change Order proposal shall be submitted by the Contractor to the Engineer with a breakdown suitable for proper review. At a minimum, the breakdown should include line items for materials, labor, insurance, bonds and overhead and profit. If the proposal is approved by the Engineer, a recommendation will be made to the Owner. If approved by Owner, Engineer will provide written confirmation to the Contractor to proceed with proposed work.
1. The Contractor shall not commence work or purchase materials for such proposed work until written approval is received.
 2. All changes in the work must be reviewed by Engineer and forwarded to Owner.
- D. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on SE-480, Construction Change Order, included within these specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 1 Section “Allowances.”
 - 2. Division 1 Section “Contract Modification Procedures.”
 - 3. Division 6 Section “Rough Carpentry.”
 - 4. Division 7 Section “Preparation.”
 - 5. Division 7 Section “Joint Sealant.”

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Include in unit prices all necessary material, plus cost for delivery, installation, insurance, taxes, overhead and profit.
- B. 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 application for payment unless no unit price work is accomplished during the period covered by the application.
- C. Owner reserves the right to reject Contractor’s measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner’s expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1: Replace deteriorated wood blocking.

1. Description: Replace deteriorated wood blocking according to Division 7 Section "Preparation."
2. Unit of Measurement: Per board foot.

B. Unit Price No. 2: Replace deteriorated sealant.

1. Description: Replace deteriorated sealant according to Division 7 Section "Joint Sealant."
2. Unit of Measurement: Per lineal foot.

C. Unit Price No. 3: Tuckpoint loose or deteriorated mortar joint.

1. Description: Replace loose or deteriorated mortar according to Division 7 Section "Remedial Repairs."
2. Unit of Measurement: Per square foot.

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
2. Prior to start of any work, Contractor must submit to Owner a Schedule of Values on a copy of AIA Document G703 listing each phase of the work and its scheduled value. Contractor must be prepared to verify all material costs by producing supplier invoices, bills of lading, etc. upon request by Owner.
3. Schedule of Values, shall include labor and material line items for all material components with a material value of more than \$2,000.00 or 5% of the contract amount (whichever is least). The schedule of values must include, as a minimum, line items for any of the following which are applicable to this project including separate labor and material line items where applicable.
 - a. Performance and Payment Bonds
 - b. Demolition
 - c. Insulation
 - d. Thermoplastic Membrane roofing
 - e. Carpentry
 - f. Sheet Metal Flashing and Trim
 - g. Site Cleanup
 - h. Manufacturer's Inspections
 - i. Warranties
 - j. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

4. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
6. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

1.4 APPLICATIONS FOR PAYMENT

- A. Monthly pay estimates shall be submitted to Engineer in quadruplicate on AIA Document G702 and AIA Document G703.
- B. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- C. Applications for payment requesting payment for materials will not be certified or approved unless accompanied with Manufacturer's Certificates of Compliance for those materials. It is suggested that Contractor request material certificates of compliance from material suppliers at the time materials are ordered.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. List of Contractor's staff assignments.
 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 6. Initial progress report.
 7. Report of preconstruction conference.
 8. Certificates of insurance and insurance policies.
- E. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01330 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples and other miscellaneous submittals.
- B. Division 1 Section “Payment Procedures” for submitting Applications for Payment and the Schedule of Values.

1.3 SUBMITTAL

- A. All submittals shall be due to Engineer ten (10) days after the date of the Notice to Proceed.
- B. Give the Engineer a written Materials List containing the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain Engineer's approval prior to placing orders.
- C. Furnish Manufacturer's Certificates of Compliance with materials' specifications, for materials incorporated into the work, signed by a responsible officer of the manufacturing firm and notarized.
- D. Prior to start of any work, Contractor must submit to Engineer a copy of AIA Document G703 listing each phase of the work and its scheduled value.
- E. Prior to the start of any work, Contractor shall submit to Engineer copies of Material Safety Data Sheets (MSDS) for all materials to be used in conjunction with this project.
- F. Contractor must submit to Engineer, prior to start of work, schedule of work (plans for removal and reroofing).
- G. Contractor must submit to Engineer, prior to start of work, written safety procedures to include, but not limited to, spill containment, fall protection, etc.
- H. Upon completion of the work, and before final payment, Contractor shall furnish Engineer a Manufacturer's Certificate clearly stating that the specified roof covering meets the requirements for an Underwriters' Laboratories, Inc. Class A roof covering.

1.4 SHOP DRAWINGS AND SUBMITTALS

- A. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by Contractor or any Subcontractor, Sub-

subcontractor, manufacturer, supplier or distributor which illustrate some portion of the work. Samples are physical examples furnished by Contractor to illustrate materials, equipment or workmanship and establish standards for the work.

- B. Within ten (10) days after the date of the Notice to Proceed, Contractor shall provide Engineer with a schedule of the dates for submission of each shop drawing and sample required by the Contract. The sequence of submittals shall permit an orderly review by Engineer with reasonable time allowed for checking, correction and rechecking corrections, as well as returning the approved or rejected shop drawings and samples to Contractor and, in turn, to any Subcontractor.
- C. The aforesaid schedule shall provide Engineer with at least 10 working days from the date Engineer receives a submittal until the date the submittal is required to be returned to Contractor. If a submittal contains more than 10 shop drawings, Contractor shall indicate which drawings must be returned within the period of 10 working days, and, in such event, Engineer shall have an additional 10 working days to return the balance of the submittal.
- D. Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with Contractor's progress schedule and the requirements of the Contract. Failure of Contractor to schedule and submit shop drawings and samples in ample time for checking, correction and rechecking will not justify any delay in the timely performance of the work. All shop drawings and samples shall bear the following information and shall be submitted by transmittal form:
 - 1. Owner's and Engineer's respective project numbers.
 - 2. Date of submittal.
 - 3. Submittal Number.
 - 4. Title of Project.
 - 5. Name of Contractor and date of Contractor's approval.
 - 6. Name of Subcontractor or supplier and date of submittal to contractor.
 - 7. Reference to Specification Section and Paragraph and/or Drawing Number(s).
 - 8. The specific location of that portion of the work covered by the submission.
 - 9. Any qualification, departure or deviation from the requirements of the Contract.
 - 10. Any additional information required by the Specifications for the particular material being furnished.

Note: Enclosed form of transmittal is for convenience and may be used at contractor's option, except that its use does not relieve contractor from the obligation to satisfy all submittal requirements. Should contractor elect not to use the enclosed form, then all required information must be provided on form supplied by contractor.

- E. Each shop drawing shall be numbered. The same numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the approval stamps of Contractor, Engineer and Engineer's consultants, if any.
- F. In submitting shop drawings for approval, all associated shop drawings relating 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.
- G. Contractor shall prepare composite shop drawings and installation layouts, when required, to depict proposed solutions for tight field conditions. The composite shop drawings and field installation layouts shall be coordinated in the field by Contractor and its Subcontractors for proper relationship to the work of all other trades involved in the work.
- H. Prior to submission, Contractor shall review, affix an impress stamp on, and indicate approval of all shop drawings and samples. Contractor shall determine and verify field

measurements and availability of the material, and shall have coordinated each shop drawing and sample with requirements of the Contract.

- I. With respect to standard manufactured items, Contractor shall submit to Engineer 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 Engineer may retain a minimum of three (3) copies of such cuts and return to Contractor the number of copies required for Contractor's use and distribution. Simultaneously, Contractor shall submit one copy of the same documents to Owner, using copies of the transmittal to Engineer.
- J. For all other shop drawings, submit a minimum of three (3) black and white prints of each drawing. The drawing will be returned to Contractor after review, comment and stamping by Engineer.
- K. Engineer will review Shop Drawings and Samples to determine conformance with the design concept of the Project and with the information given in the Contract. Engineer's approval of a separate item shall not be construed to mean approval of the assembly of which such item is a part.
- L. Engineer's approval of Shop Drawings or Samples shall not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor has informed Engineer in writing of such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall Engineer's approval relieve Contractor from responsibility for errors or omissions in the shop drawings or samples.
- M. Contractor shall make any corrections required by Engineer and shall resubmit corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing, or on resubmitted shop drawings, to revisions other than the corrections required by Engineer. The number and distribution of copies shall be the same as in Contractor's first submission.
- N. In the event that Engineer shall mark shop drawings "approved" or "approved as noted," make such corrections, if any, as may be noted. Correction shall be made on, and prints for final distribution shall be made from, the drawings bearing Engineer's notations and impress stamps. Final distribution of prints shall be made by Contractor.
- O. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples.
- P. Any work which will result in structural changes in walls, steel, floors and masonry shall not be commenced by Contractor prior to Engineer's written approval. Contractor's submission for such work shall fully describe all details of methods, shoring and bracing.

1.5 LIST OF PROJECT SUBMITTALS

- A. The submittals that will be required for submittal by contractor and approval by Engineer prior to start of work is as follows:
 - 1. Schedule
 - 2. Schedule of Values
 - 3. Materials List
 - 4. Materials Certificate of Compliance
 - 5. Metal Shop Drawings

6. Metal Samples
7. Color Chart
8. Documentation of Existing Conditions
9. Manufacturer's Application Procedures

PART 2 - PRODUCTS – (Not Used)

PART 3 - EXECUTION – (Not used)

SUBMITTAL TRANSMITTAL

Date: _____

From: _____

To: Terracon Consultants, Inc.
521 Clemson Road
Columbia, SC 29229

Project Name: Byrnes Center – Roof Replacement and Remedial Repairs

Owner: The University of South Carolina

Owner's Project Number: H27-6094-D

Terracon Consultants, Inc. Project Number: FH126810

Submittal Number: _____ No. of Copies: _____

Specification Section and Paragraph Reference(s): _____

Drawing/Detail Reference(s): _____

Location of Work: _____

Product Manufacturer: _____

Supplier/Subcontractor: _____

Date submitted to Contractor: _____

Qualifications/Deviations From Specifications: _____

CONTRACTOR'S APPROVAL

THIS SUBMITTAL HAS BEEN PREPARED BY THE CONTRACTOR OR THOROUGHLY REVIEWED BY THE CONTRACTOR AND IS A CONTRACTOR APPROVED SUBMITTAL SUBJECT TO ANY QUALIFICATIONS MADE HEREON OR ON THE ATTACHMENTS.

SIGNED: _____
NAME: _____

DATE: _____

ENGINEER'S APPROVAL

APPROVED _____; APPROVED AS NOTED _____; NOT APPROVED - RESUBMIT _____;
REVIEWED _____; APPROVED FOR CONSTRUCTION ACCORDING TO NOTATIONS.
REVISE AND RESUBMIT _____; REFER TO APPROVAL STAMP ON ATTACHMENT _____

Checking by Engineer is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades.

SIGNED: _____

DATE: _____

END OF SECTION 01330

SECTION 01400 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for quality assurance and quality control.

1.3 INSTALLER QUALIFICATIONS

- A. Installer must be licensed contractors of the class required by South Carolina Statutes for executing the work being performed. Contractor's name, address, State license number, and date of license must appear on the outside of envelope containing Contractor's proposal.
- B. Installer shall be a licensed Contractor with at least five (5) years of contracting experience in the type of work involved, and shall have performed work similar in scope to the work proposed in this project. Evidence of qualifications shall be available upon request by Owner. The contracting firm's experience will be considered in the enforcement of this provision. All experience must have been acquired by the bidding contractor named on the form of proposal. Firms using aliases, or who have changed names during the five (5) year period are subject to disqualification at the discretion of the Owner. Contractor shall demonstrate experience on a minimum of five (5) projects of similar size, scope and complexity to this project.
- C. Contractor shall submit certification from the roofing manufacturer that the Contractor is acceptable to the manufacturer as an installer of the manufacturer's system in all regards and no warranties required by the contract documents will be withheld by the manufacturer solely as a result of the Contractor's qualifications to perform the work.

1.4 SUPERINTENDENT

- A. For the purpose of these Specifications the designation "superintendent" is hereby defined as the individual present on the job site at all times work is being performed, and whose primary responsibility is to supervise and direct the performance of the work.
- B. The superintendent shall not be changed except with the consent of the Owner and Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employment.
- C. The superintendent shall be in attendance at the project site at all times during the progress of the work and his duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen. Should the superintendent be

absent temporarily from the project at any time, he shall designate a competent foreman to assume his duties.

- D. The superintendent shall have had a minimum of five (5) years continuous experience as a job superintendent.
- E. Only the project superintendent (or the designated foreman in the superintendent's absence) will be permitted inside the facility, except when accompanied by the superintendent to perform work or in cases of emergency.
- F. The Contractor shall provide the Owner, in writing, the name of the proposed project manager, job superintendent and foreman for approval no later than seven (7) days prior to the prework conference. Also include chronological listing of superintendent's experience by project name, type system, size and required warranty.
- G. Once approved, neither the project manager nor the superintendent will be changed except with the consent of the Owner unless either proves to be unsatisfactory to the Owner or Contractor, or ceases to be in the Contractor's employment.
- H. Promotion or reorganization within the company will not be an acceptable cause for reassignment of project manager or superintendent.
- I. It shall be the superintendent's responsibility to communicate all matters pertaining to the Work with the Owner and/or Engineer. In case of emergency or safety, superintendent shall communicate directly with the Owner or Owner's representative, and, immediately thereafter, notify the Owner and/or Engineer. No decisions regarding changes in the Work will be made without the Owner's knowledge.
- J. Each day before work begins, superintendent shall indicate on the Roof Plan the area to be reroofed that day. Color markers are appropriate for this purpose. If changes in the work schedule occur, the Owner shall be notified accordingly.
- K. The job superintendent will have a local contact phone number.

1.5 WORKMANSHIP

- A. None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions in anything relating to this work, or who appears to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of the Owner be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the Contract and re-let the work.

1.6 INSPECTION OF WORK

- A. Work found to be in violation of specifications or not in accordance with established workmanship practices and standards will be subject to complete removal and proper replacement with new materials at Contractor's expense.
- B. Owner will provide inspection during the work. Such inspection may be periodic or daily.

- C. The words “supervise” and “inspect” wherever used herein in connection with the duties or activity of the Owner shall in no way, expressed or implied, relieve the contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this contract. The Owner shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.
- D. No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to observe, object to or condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.
- E. Materials stored on site which are marked by the Inspector, Engineer or Owner as not meeting the requirements of the contract documents are to be removed from the site by the contractor immediately.
- F. Failure of Owner or Engineer to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, nor 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 to be a waiver by Owner of any of Owner's rights pursuant to this Contract or otherwise.
- G. Final Inspection shall be conducted as follows:
 - 1. The Engineer and Owner will conduct a final inspection of all work included in the contract as soon as possible after receiving written notification by the Contractor that the work is complete and ready for inspection.
 - 2. The final inspection report shall be prepared by the Engineer and Owner listing observed deficiencies and furnished to the Contractor.
 - 3. Engineer, with Owner approval, shall prepare and execute in triplicate a Certificate of Substantial Completion, AIA Document G704, and forward to the Contractor for processing after final inspection.
 - 4. Upon satisfactory completion of all deficiencies, Contractor shall initial each item on the report certifying his compliance and return to the Engineer.
 - 5. No portion of the final payment will be made until all items have been satisfactorily corrected and the project closeout documents submitted to the Engineer. Final payment shall be made within thirty (30) days of receipt of closeout documents.
 - 6. All project completion documents are to be submitted within thirty (30) days following acceptance by the Owner.

1.7 PERMITS

- A. Contractor is responsible to provide all permits for the project.
- B. Contractor must provide all protective structures, barriers, or other means of protection necessary to assure the public safety and to fulfill all requirements by governmental authorities.
- C. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction of Contractor's performance of the work or any part thereof. If Contractor knows, or should know that any requirement of these Specifications is at variance with any such laws, ordinances, rules, regulations or

orders in any respect, Contractor shall promptly notify Engineer in writing and obtain written instructions before proceeding with the portion of the work thereby affected. If Contractor performs any work which is contrary to such laws, ordinances, rules and regulations without receiving Engineer's instructions, Contractor shall assume full responsibility therefor and shall bear all penalties and costs of remedying the work attributable thereto. However, this section shall not be construed to require Contractor to perform detailed engineering calculations normally performed by Engineer except when specifically provided.

1.8 CONTRACTOR PERSONNEL FACILITIES

- A. Contractor personnel may not use toilet or washroom facilities in existing buildings.
- B. Contractor will be responsible to provide portable toilet facilities and facilities for washing and clean-up as necessary. Facilities will be located at sites approved by the Owner.
- C. Campus lunchroom facilities will not be available to Contractor personnel.
- D. Tobacco products will not be permitted on the premises.
- E. Access to the roof will be by Contractor provided external means only.
- F. Access to building interior will not be permitted unless authorized by Owner.
- G. The University of South Carolina shall coordinate staging and material storage with the successful bidder at the preconstruction conference.

1.9 SUBCONTRACTORS

- A. Use of Subcontractors to accomplish such miscellaneous or associated work as masonry, plumbing, relocation of conduit, service piping and/or HVAC equipment, etc. is permitted. Do not subcontract any part of the roofing work specified herein without the prior written consent of the Owner.

1.10 PRECONSTRUCTION CONFERENCE

- A. Prior to the start of work there shall be a conference attended by the Contractor, the representative of the Owner, and other parties who may be designated by the Owner, to be convened at the work site for the purpose of reviewing the specifications and job conditions and resolving any questions then arising.
 - 1. The Contractor will need to contact the University fire marshal prior to mobilization, starting of work, and on the first day of construction.

1.11 MANUFACTURER'S INSPECTIONS

- A. A technical representative of the roof system manufacturer shall conduct periodic inspections throughout the course of the work. The representative shall prepare a written report for each inspection and shall promptly provide a copy of each report to the Owner, Contractor and Engineer. Each report shall note any deficiencies the representative observes which require correction. A minimum of two (2) inspections is required for this

project including a final inspection after contractor has completed installation of all roof system components.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

SECTION 01700 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Progress cleaning.
 - 3. Protection of installed construction.
 - 4. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section “Submittal Procedures”

1.3 SUBMITTALS

- A. Manufacturer’s Field Services Submissions: Where product manufacturers are required by the individual sections of the Specifications to provide qualified personnel to observe conditions of surfaces or other project conditions, installation or workmanship, start up or adjustment of equipment, tests or other activities, and to initiate instructions when necessary, the following shall be submitted to the Owner:
 - 1. Qualifications: For approval, submit qualifications of observer at least 30 calendar days in advance of scheduled activities.
 - 2. Report: For information, submit report of activities and findings within 15 calendar days after the successful execution of the specified work. Include logs and other documented data where applicable.

1.4 QUALITY ASSURANCE

- A. Workmanship Standards: Initiate and maintain procedures to ensure personnel performing the work are skilled and knowledgeable in the methods and craftsmanship needed to produce the required levels of workmanship in the completed work. Remove and replace work that does not comply with workmanship specified and standards recognized in the construction industry for the applications indicated. Remove and replace work damaged or deteriorated by faulty workmanship or replacement of other work.

1. **Manufacturer's Instructions:** Where installations include manufactured products, comply with manufacturer's applicable installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.
2. **Specialists:** Where the individual sections of the specifications require specialists to perform the work, comply with the requirements specified in the Construction Contract Clauses. The assignment of a specialist shall not relieve the Contractor from complying with applicable regulations, union jurisdictional settlements or similar conventions, and the final responsibility for fulfillment of the entire requirements remains with the Contractor.
3. **Minimum Quality and Quantity:** The quality level or quantity shown or specified shall be the minimum required for the work. Except as otherwise indicated, the actual work shall comply exactly with that minimum or may be superior to that minimum within limits acceptable to the Owner. Specified numeric values are either minimums or maximums as indicated or as appropriate for the context of the requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

3.1 EXAMINATION

- A. **Existing Conditions:** The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 1. Before construction, verify the location and points of connection of utility services.
- B. **Acceptance of Conditions:** Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. **Written Report:** Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. **Field Measurements:** Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are

indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

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

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 01700

SECTION 01733 – ASBESTOS PRODUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements relating to asbestos-containing materials.
- B. Related Sections include the following:
 - 1. Division 1 Section “Summary of Work.”
 - 2. Forms

1.3 PROCEDURES

- A. It is the intention of these Specifications that no asbestos-bearing materials be incorporated into the work and that, unless specifically designated to remain, no existing asbestos-bearing materials incorporated in the existing roof system will remain subsequent to completion of the work. In the event additional hidden or unanticipated asbestos-bearing materials are present in the existing roof system, stop all work in the affected area, notify the Owner and Engineer and provide temporary protection as required. Costs incurred, if any, due to the presence of hidden and/or unanticipated asbestos-bearing materials will be resolved by Change Order to this Contract.

1.4 WARRANTY

- A. Upon completion of the work, and before final payment and/or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacturer and submit, a properly executed Asbestos Free Warranty. Provide Warranty in the form included herein. Ensure forms are signed by a responsible officer of the Contractor, subcontractor, material supplier and equipment manufacturer and are notarized.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

SECTION 06100 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Rooftop equipment bases and support curbs.
 - 2. Parapet walls.
- B. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices."
 - 2. Division 7 Section "Thermoplastic Membrane Roofing."
 - 3. Division 7 Section "Sheet Metal Flashing and Trim."

1.3 DELIVERY, STORAGE AND HANDLING

- A. Supply and keep all materials dry at all times prior to application.
- B. Store all lumber/plywood in dry, covered storage, or on platforms, and with weatherproof coverings. Coverings shall be waterproof breathable type material such as heavy canvas. Materials which are not stored under specified covers are subject to removal from the site at Engineer's or Owner's discretion.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

- A. Lumber: No. 2 grade (or better) southern yellow pine or douglas fir unless specifically noted otherwise. Each piece of lumber shall bear the inspection stamp of the Southern Pine Inspection Bureau (SPIB) or the Western Wood Products Association (WWPA) indicating the grade and type of lumber.
- B. Wood Preservative: Alkaline Copper Quaternary (ACQ) pressure-treatment conforming to AWWA Standard C-2 (above ground). Retention of preservative shall be 0.025 pcf. All material shall be kiln-dried after treatment to 19 percent or less moisture content.
- C. Plywood: APA Rated Sheathing (CDX) with waterproof glue for exterior applications in thicknesses specified. All plywood shall comply with the requirements of U.S. Product Standard PS1-83 and each sheet shall clearly bear the APA trademark of the American Plywood Association. Minimum span rating for ¾ inch plywood shall be 48/24 and shall be so marked on each sheet.

2.2 FASTENERS

- A. Provide stainless steel fasteners at all locations where fastener will come into contact with pressure-treated lumber.
- B. For securing lumber to lumber, provide galvanized ring shank nails of sufficient length to penetrate a minimum of 1½ inches into the underlying member but not smaller than 8d nails.
- C. For securing wood to concrete, secure using ¼" diameter Tapcon Masonry fasteners at 12 inches on center, staggered. Length shall be as required to penetrate material being secured and to penetrate substrate a minimum of 1½".

PART 3 - EXECUTION

3.1 EXISTING WOOD

- A. Inspect all existing wood blocking carefully. If, in Contractor's opinion, there is existing wood which requires replacement, notify the Engineer. Do not proceed with removals or replacement until directed by the Owner. Install new wood blocking the same size and thickness as the existing where removed.
- B. Inspect existing wood blocking at perimeters. In the event current fastener spacing exceeds 8 inches on center, secure blocking with additional specified fasteners to achieve fastener rate of 8 inches on center or less.

3.2 ROOF EQUIPMENT

- A. Furnish and install new wood blocking at all roof mounted equipment and roof hatch as required to provide a minimum flashing height of 8 inches above finished roof level.

3.3 PARAPETS

- A. Furnish and install new wood blocking to match width dimensions of existing wood blocking. New wood blocking should be 2 inches in height.
- B. Secure new wood blocking at spacings of 8 inches on center in a staggered pattern.
- C. At tops of CMU walls, secure wood nailers to walls with anchor bolts. Space bolts at 2 feet on center within 8 feet of building corners and 4 feet on center at remaining locations. Recess nuts and washers into wood blocking.

END OF SECTION 06100

SECTION 07000 – REROOFING PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Removals.
 - 2. Preparations.
 - 3. Deck Repairs.
 - 4. Through-Wall Flashing.
 - 5. Light Fixtures, Support and Fasteners.
- B. Related Sections include the following:
 - 1. Division 1 Section “Allowances” for work associated with allowances.
 - 2. Division 1 Section “Unit Prices” for work associated with unit prices.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

- A. Lumber: No. 2 grade (or better) southern yellow pine or douglas fir unless specifically noted otherwise. Each piece of lumber shall bear the inspection stamp of the Southern Pine Inspection Bureau (SPIB) or the Western Wood Products Association (WWPA) indicating the grade and type of lumber. Exterior pressure-impregnated fire-retardant lumber. Kiln dried after treatment to a maximum moisture content of 19%. ASTM D 2898.

2.2 THROUGH-WALL FLASHING MATERIALS

- A. Flashing: 5 layer asphaltic copper composite sheet, 5 oz. copper, such as Copper Fabric Flashing Thru-Wall Flashing as manufactured by Advanced Building Products, Inc. or approved equal; meeting ASTM B 370.
 - 1. Waterproof, flexible, high tensile strength, resistant to mortar acid and alkali action, allowing minimum thermal cold flow through structure, and textured surface promoting mortar joint bonding.
- B. Flashing Mastic: Fibrated, trowel grade mastic consisting of asphalt, mineral stabilizers, and interfiber complying with ASTM D 2822, Type 1; Cop-R-Tite Flashing Mastic as manufactured by Advanced Building Products, Inc. or approved equal.

- C. Mortar Net: Dove tail nylon, high density polyester with 90% open mesh, 10" high by 2" thick as manufactured by Mortar Net or approved equal.
- D. Portland Cement: ASTM C 150-92, Type I.
- E. Lime: ASTM C 207-91, Type N.
- F. Sand: ASTM C 144.
- G. Wall Ties: Meeting ACI 530-1/ASCE 6/TMS 602. Provide minimum 2 inch embedment into mortar. POS-I-Tie® Triangle Wire Tie as manufactured by Heckmann Building Products, Inc. or approved equal.
 - 1. Wire 3/16 inch diameter
 - 2. Hot dipped galvanized

PART 3 - EXECUTION

3.1 REMOVALS

- A. Remove all existing roofing, roof insulation, and membrane and metal flashings and discard.
- B. Lift or remove all existing equipment so that existing flashings can be totally removed and new flashings installed.
- C. Carefully relocate all electrical, co-axial, telephone, fiber optic, intercom and miscellaneous wires, cables, conduit, etc. as required to accomplish work specified herein. Accomplish such relocation without interrupting the service provided by these lines except as specifically authorized by the Owner. Become familiar with each line and the level of precaution necessary to relocate them or work around them. Upon completion of roofing work, relocate lines to their original positions and secure them as originally secured unless indicated otherwise in these specifications or on the project drawings.
- D. Unless otherwise indicated, remove all existing roof drain strainers and clamping rings and store for reuse if in good condition.
 - 1. Discard plastic strainers and replace with cast iron strainers to fit the existing clamping rings.
 - 2. Replace missing or damaged drain strainers, clamping rings or drain bolts with components of like manufacture. Replace those damaged during removals and construction at no additional expense to the Owner.
- E. Remove or correct any obstruction which might interfere with the proper application of new materials.
- F. Remove lightning protection prior to work and reinstall to existing condition after the completion of work.

3.2 PREPARATION, GENERAL

- A. Prior to commencement of any work, inspect and thoroughly water test all existing roof drains and drain leaders for free flow operation and/or leaks with Owner's maintenance personnel present. For bidding purposes, water test each drain for 15 minutes. Report drain restrictions to Engineer. Owner's maintenance personnel shall perform repairs to remove any restrictions found. Should drains become clogged at any time after the start of work, correct the condition at no additional expense to the Owner.
- B. Prior to the installation of any new roofing, flashings, and metal flashings, clean surfaces of all dust, dirt and other foreign matter.
- C. Extend all existing vents through the roof to the height required by the local plumbing code but not less than 8 inches above finished roof level.
- D. Wire brush, prime and paint all rusted equipment.

3.3 COUNTERFLASHING PREPARATION

- A. Neatly bend existing counterflashing receiver up at walls as required to completely remove existing base flashings and counterflashings and to install new base flashings and counterflashings. After installation of new base flashings and counterflashings, neatly bend counterflashing receiver back in place using sufficient care to prevent deformation to the finished counterflashing. Secure as required to hold against wall.

3.4 THROUGH-WALL FLASHING INSTALLATION

- A. Furnish and install new through-wall flashings on walls above Roof Area A on Penthouse masonry walls as specified herein.
- B. All through-wall flashing work shall be accomplished prior to installation of new roofing contiguous with the wall.
- C. Contractor is to provide any and all means necessary to protect existing roof membrane and flashings from puncture or any other damage. Contractor will be responsible for all damage caused by this project at no additional expenses to the Owner.
- D. Begin removing brick masonry in 4-foot long sections. Alternate 4-foot long work sections so that at no time are any two sections closer than 3 feet apart. Do not remove brick masonry in one section around corners.
- E. Remove a minimum four (4) courses of brick in each work section. Additional courses of brick may require removal depending on location of block wall joints behind cavity.
- F. All brick masonry work for this project shall be performed by a qualified mason and under the supervision of a licensed general contractor.
- G. Furnish and install new 24 gauge stainless steel through-wall receiver as shown in Drawings. Refer to SMACNA Architectural Sheet Metal Manual Figure 4-2.
- H. Prior to installation of through-wall flashing, install metal receiver. Refer to Division 7 section "Sheet Metal Flashing and Trim."
- I. Provide end dams at flashing termination at walls for control of drainage.

- J. Ensure that the flashing is installed so as to provide positive slope to the exterior of the newly installed brick cladding. Do not allow through-wall flashing material to sag below the level of the weeps. Replace damaged sections of through-wall flashing with new material or repair in accordance with the manufacturer's written instructions.
- K. Furnish and install new 5 oz. copper composite through-wall flexible flashings as shown in details. Refer to SMACNA Architectural Sheet Metal Manual 4-2 for similar detail.
- L. Furnish and install new brick units to match existing as specified herein.
 - 1. Use Type N prehydrated lime and portland cement mortar which is thoroughly mixed. Mortar shall match existing as closely as possible.
 - 2. Do not use salvage brick. Discard all removed brick.
 - 3. Install new wall ties at block courses above through-wall flashings at 16" on center. Secure wall ties to block wall behind cavity with appropriate fasteners. Seal all fastener heads with permanent non-shrinking sealant. Wall ties must be 24 gauge galvanized steel corrugated ties 1" wide.
 - 4. Tool exposed joints with a round jointer, slightly larger than width of joint. Flush cut all joints not tooled.
 - 5. Contractor shall remove all excess mortar from joints on the interior side of the new brick wall and ensure excess mortar does not fall into wall cavity and onto new through-wall flashings.
 - 6. Lay brick plumb and true to lines.
 - 7. Butter ends of brick units with sufficient mortar to fill head joints. At every second brick unit, keep the head joint open. Furnish and install new plastic weep vents which fill the entire head joint.
 - 8. Tool joint to match the existing joints and remove excess mortar.
 - 9. After the mortar has been allowed its initial set, brush lightly to remove burrs.
 - 10. Power wash excess mortar off of brick, taking care not to damage mortar. Use a diluted muriatic acid wash, as required. Thoroughly wash wall to remove all acid.
- M. Upon completion of the initial 4-foot long work sections allow mortar to cure for three (3) days (minimum). Remove the other sections and install new through-wall flashings as specified herein.
- N. Lap ends of through-wall flashings a minimum of 6 inches and completely solder lap.
- O. Notch and lap joints and inside corners. Notch and seam outside corners. Do not rivet or otherwise secure joints at corners. Refer to Drawings.
- P. Thoroughly wire brush all areas involved in project to remove excess mortar and other debris.

3.5 LIGHT FIXTURES SUPPORTS AND FASTENERS

- A. Remove light fixtures from roof areas prior to beginning roofing tear off. Ensure light fixtures are handled with care as they are to be reused.
- B. After existing roof system has been removed and upon reinstallation of roof system, relocate light fixture and all hardware associated to deck level.
- C. Install new roof system directly over bearing plate.

END OF SECTION 07000

SECTION 07200 – REMEDIAL REPAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Tuckpointing of mortar joints.

1.3 PERFORMANCE REQUIREMENTS

- A. Repairs specified herein are to be made utilizing only materials which are compatible with the existing components. Proprietary materials are to be installed in strict compliance with the latest printed instructions of the material manufacturer.
- B. All repairs must be accomplished by tradesmen certified for performing the work.
- C. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain approval prior to placing orders.
- B. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable. Do not submit cut sheets unless specifically requested.
- C. Installation Instructions: Submit manufacturer's latest written installation instructions.
- D. Installer Certificates: Signed by sealant system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install sealant system.
- E. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer's standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
- F. Warranties: Special warranties specified in this Section.

1.5 WARRANTY

- A. Upon completion of the work, contractor shall provide to Owner a two (2) year warranty for all repair work performed in the form provided in the Forms Section.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Listed in this section are specifications for materials required generally for use in accomplishing the work specified. Materials not listed may also be required.
- B. Except as specifically noted herein, all reference standards included herein are to be presumed to be the latest published editions of such standards available as of the issue date of these specifications.
- C. Brand or manufacturer names are used as standards of quality where no other appropriate reference is available. Submit substitution requests under requirements listed in other Sections.
- D. Where a generic product or a general manufacturer's product is specified and more than one such product is offered by the manufacturer, provide the manufacturer's premium materials.

2.2 MASONRY

- A. Sand: ASTM C 144.
- B. Lime: ASTM C 207-91, Type N.
- C. Portland Cement: ASTM C 150-92, Type 1.
- D. Water: Potable
- E. Mortar/Brick Patching Compound: Rapid-setting, Portland cement based patching compound meeting ASTM C-403, ASTM C-109 and ASTM C-496.

PART 3 - EXECUTION

3.1 REPAIR LOCATIONS

- A. Tuckpointing work is at the stair tower of Roof Areas C and D.
- B. Tuckpointing work is at the three (3) rows of mortar directly below the stone ledge.

3.2 EXECUTION OF TUCKPOINTING

- A. At locations where existing mortar joint is loose, missing or deteriorated, replace as specified herein.

- B. Install a sample of the mortar in a 1 square foot area for review prior to proceeding with the work. Mortar must match existing in color, texture and profile.
- C. Remove all loose, damaged or deteriorated mortar to a minimum uniform depth of 3/4 inch or until sound mortar is reached. Use tools specially made for this purpose. Care must be taken to prevent damage to masonry surfaces.
- D. All dust and debris must be removed from the joint.
- E. Use prehydrated Type N mortar comprised of one part Type S hydrated lime, one part Type 1 portland cement and 6 parts sand proportioned by volume. Add water to the dry mix as required to produce a workable consistency which retains its shape when formed into a ball.
- F. The tuckpointing should be prehydrated to reduce excessive shrinkage. All dry ingredients should be thoroughly mixed. Only enough clean water should be added to the dry mix to produce a damp, workable consistency which will retain its shape when formed into a ball. The mortar should stand in this condition from 1 to 1½ hours.
- G. Wet joints thoroughly before applying fresh mortar. Joints must contain moisture before pointing but are not to be set beyond saturation. Do not wet points immediately prior to pointing.
- H. Pack mortar tightly in thin layers (1/4" maximum) until joint is full, then tool to match the original profile.
- I. All work shall be neat and clean.

END OF SECTION 07200

SECTION 07540 – THERMOPLASTIC MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Adhered membrane roofing system.
 - 2. Tapered insulation and overlay polyisocyanurate board.
 - 3. Insulation adhesives.
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry."
 - 2. Division 7 Section "Sheet Metal Flashing and Trim."
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Provide a roofing system that complies with the requirements of Underwriters' Laboratories, Inc. for a Class A roof covering. Provide a UL Class A certificate, generated by Roofing System Manufacturer, to Owner at project close-out.
- D. Provide new roof system equivalent to or exceeding FM 1-90.

1.5 SUBMITTALS

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain approval prior to placing orders.
 - 1. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable. Do not submit cut sheets unless specifically requested.
- B. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- C. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer's standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
- D. Qualification Data: For Installer and manufacturer.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- F. Maintenance Data: For roofing system to include in maintenance manuals.
- G. Warranties: Special warranties specified in this Section.
- H. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.
- I. Polyisocyanurate Insulation Certificate: Signed by insulation manufacturer stating that polyisocyanurate insulation shipped to this project complies with requirements listed in Part 2.
- J. Tapered Insulation Shop Drawings: Submit proposed tapered insulation and cricket system for approval prior to start of work. Provide drawings for each area and include, at a minimum, concise tapered layouts, material identification, cross sections of typical sections with each board labeled, board stagger pattern, slopes and cricket widths.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

- D. Supply and keep all materials dry at all times prior to application.
- E. Store all insulation, insulating board cants, tapered edge strips and lumber/plywood in dry, covered storage, or on platforms, and with weatherproof coverings. Coverings shall be waterproof breathable type material such as heavy canvas. Insulation wrappers are not sufficient. Materials which are not stored under specified covers are subject to removal from the site at Owner's discretion.
- F. Store all roll goods on end on clean floors or platforms. Do not use flattened rolls or rolls with ends damaged.
- G. Materials which, in the opinion of the Owner, have been prematurely exposed to the weather are subject to immediate removal by the contractor and replaced with new materials at contractor's expense. Owner may, at Owner's option, mark such materials with paint or other indelible materials while they remain on-site.
- H. Store solvent bearing materials in dry, cool storage and keep lids tight on partially used containers to prevent escape of solvents.
- I. Store all emulsions in dry storage at temperatures above 40°F.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.8 WARRANTY

- A. Warranty: Manufacturer's standard form, no dollar limit, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roof insulation, fasteners, adhesives, sealants and other components of roofing system.
 - 2. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners and walkway products, for the following warranty period:
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Listed in this section are specifications for materials required generally for use in accomplishing the work specified. Materials not listed may also be required.

- B. Except as specifically noted herein, all reference standards included herein are to be presumed to be the latest published editions of such standards available as of the issue date of these specifications.
- C. Brand or manufacturer names are used as standards of quality where no other appropriate reference is available. Submit substitution requests under requirements listed in other Sections.
- D. Where a generic product or a general manufacturer's product is specified and more than one such product is offered by the manufacturer, provide the manufacturer's premium materials.

2.2 MANUFACTURERS

- A. For purposes of these documents, the roof system manufacturer is defined as the manufacturer of the primary roof membrane. The roof system is intended to encompass, but is not necessarily limited to, all components above the deck including underlayment and/or vapor retarder components, roof insulation, roof membrane, membrane flashings and any proprietary flashing/components of the system manufacturer. Subject to compliance with the material specifications of these documents, all materials are to be supplied by the same manufacturer.
- B. All materials used in systems to be covered by a Manufacturer's Guarantee must be supplied by the same manufacturer, unless the manufacturer issuing the guarantee waives this requirement in writing.
- C. The following material manufacturers are approved for this project. Such approval does not relieve the Contractor from the requirement to supply materials which meet all other requirements of these Specifications.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Carlisle SynTec Incorporated
 - 2. Johns Manville, Inc.
 - 3. Sika Sarnafil

2.3 MEMBRANE MATERIALS

- A. Fleeceback Thermoplastic Membrane Sheet: Uniform, flexible sheet formed from a 60 mil thermoplastic membrane laminated to a 55 mil non-woven fleece, and as follows:
 - 1. Thickness: 115 mils, nominal.
 - 2. Exposed Face Color: White.
- B. Membrane sheets shall be based on:
 - 1. Sure-Flex Fleece Back by Carlisle.
 - 2. Fleeceback PVC 60 by Johns Manville.
 - 3. G410 Fleeceback PVC by Sika Sarnafil.

2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as sheet membrane.
- C. Membrane Bonding Adhesive: Manufacturer's solvent-based bonding adhesive for membrane, and solvent-based adhesive for base flashings; approved for specified application and capable of obtaining specified warranty.
- D. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- E. Insulation Adhesive: Low rise polyurethane foam approved by membrane manufacturer and specifically manufactured for adhesion to specified substrates.
- F. Walkpads: Vinyl slip-resistant pad, heat-welded to membrane.

2.5 INSULATION / BOARD GOODS

- A. Polyisocyanurate Roof Insulation: ASTM C 1289, Type II, Class 1, Grade 3 with coated glass fiber mat on both major surfaces such as Carlisle Secure Shield or Hunter H Shield, manufactured to meet the following requirements. Standard organic glass felt facers are not acceptable.
 - 1. Nominal Compressive Strength: 25 psi.
 - 2. Dimensional Stability: 2% maximum linear change when conditioned at 158°F and 97% relative humidity.
 - 3. Minimum Curing Time: 24 hrs. plus 24 hrs. for each inch of thickness at a minimum of 60°F before shipment from manufacturer.
 - 4. Maximum Board Thickness: 1.5 inch.
 - 5. Maximum Board Size: 4' x 4'.
- B. Tapered Edge Strips: ASTM C 208, wood fiberboard, 1-1/2 inch at thick edge.

2.6 FASTENERS

- A. Masonry Anchors: Stainless steel screw anchor for use in concrete, brick or concrete masonry units manufactured with threads for cutting into walls of pre-drilled opening to provide tight friction fit, ¼ inch diameter; length as required to penetrate material being fastened and obtain minimum 1½" embedment.
- B. Termination Bar: Extruded aluminum bar, 1 inch wide, 1/8 inch thick, with pre-punched holes at 6 inches on center.

PART 3 - EXECUTION

3.1 GENERAL SCHEDULE

- A. Refer to Table 3-1 for a general schedule of the primary roof components (described from the bottom up) for each roof area. Methods of installation and related materials are in other sections of these specifications.

Table 3-1

Roof Areas A and B	Roof Areas C and D
Concrete roof deck	Concrete roof deck
1/8 inch per foot tapered insulation; starting thickness: 0.5 inch	1/4 inch per foot tapered insulation; starting thickness: 0.5 inch
1 inch polyisocyanurate insulation (adhered)	1 inch polyisocyanurate insulation (adhered)
60 mil fleece back single-ply (adhered)	60 mil fleece back single-ply (adhered)
NOTE: Crickets to be installed under overlay 1 inch polyisocyanurate insulation.	

3.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecasted.
- C. Protect edges and incomplete flashings against water entry at all times. Remove cut-offs and temporary protection prior to resumption of work.
- D. The substrate must be dry, relatively smooth, free of protrusions, debris, sharp edges or foreign materials and moisture.

3.4 INSTALLATION, GENERAL

- A. Do not apply materials on wet or damp surfaces, over dust, dirt, or other foreign matter.
- B. Accomplish application of roofing materials so that each area will be complete at the end of each workday.
- C. Protect edges and incomplete flashings against water entry at all times. Remove cut-offs and temporary protection prior to resumption of work.
- D. Application rates for insulation adhesives shall be as required by roofing system manufacturer except as amended in this Section.

- E. Prime concrete deck with approved adhesive primer from manufacturer.

3.5 INSULATION APPLICATION

- A. Furnish and install new insulation as specified herein.
- B. Clean deck surfaces of all dirt, dust and other foreign matter.
- C. Apply insulation in two or more separate layers cementing each layer to the other in ribbons of cold insulation adhesive.
- D. Stagger all joints off those of preceding layer.
- E. Apply insulation with end joints staggered approximately one-half the length of units.
- F. Ensure full adhesion of all layers of insulation and take whatever steps necessary to achieve full adhesion including, if necessary, temporary ballasting of insulation until asphalt sets.
- G. Fit all insulation units snugly to each other and to all vertical surfaces.
- H. Remove and replace all damaged units with new insulation or repair to provide a smooth surface and uniform insulation thickness.
- I. Apply succeeding layers of insulation and overlay in adhesive. Space ribbons 6" on center in field and perimeters and 4" on center at corners as defined in these specifications.
 - 1. The perimeter of Roof Area A is 7 feet from the innermost part of the parapet.
 - 2. The corners of Roof Area A are 7 feet by 7 feet.
- J. Place insulation into adhesive shortly after it has reached its maximum rise and walk into place.

NOTE: WALKING INSULATION BOARDS IN IMMEDIATELY AFTER PLACEMENT INTO ADHESIVE MAY CAUSE SLIPPAGE/MOVEMENT UNTIL ADHESIVE STARTS TO SET.

- K. Form tapered insulation system using factory tapered polyisocyanurate insulation units and polyisocyanurate insulation fill units.
 - 1. On Areas A and B, provide a completed slope of 1/8 inch per foot as indicated on Drawings.
 - 2. On Areas C and D, Provide a completed slope of 1/4 inch per foot as indicated on Drawings.
 - 3. Start tapered insulation system at drains and increase insulation thickness toward high points. Provide a minimum insulation thickness at drains of 0.5 inches above the roof deck.
- L. Install insulation crickets as follows:
 - 1. Form crickets along the upslope side of all curb mounted equipment with base widths exceeding 24 inches using factory tapered polyisocyanurate insulation and fill units and tapered edge strips.

2. Form crickets between drains using factory tapered polyisocyanurate insulation units, polyisocyanurate insulation fill units and tapered edge strips.
3. As a minimum, fabricate crickets to provide an installed slope matching that of adjacent roof slope.
4. Install crickets of sufficient size and slope as required to ensure complete drainage and prevent standing water. Fabricate full crickets between drains with a minimum width-to-length ratio of 0.50. Fabricate partial crickets with dimensions which would result in a minimum width-to-length ratio of 0.50 if they were extended to full size.

NOTE: UNLESS NOTED OTHERWISE ALL CRICKETS ARE TO BE FABRICATED FROM TAPERED STOCK AS REQUIRED TO PROVIDE AN INSTALLED SLOPE MATCHING THAT OF THE ADJACENT ROOF AREA. FOR EXAMPLE, WHERE THE ROOF SLOPE IS ¼ INCH PER FOOT, CRICKETS ARE TO BE FABRICATED FROM ½ INCH PER FOOT STOCK TO PROVIDE AN INSTALLED SLOPE OF ¼ INCH PER FOOT.

5. Start cricket construction by striking chalk lines for outer edges of tapered edge strips. Install edge strips along chalk lines, mitering and fitting at the points where lines break.
 6. Provide a minimum tapered polyisocyanurate thickness of ½ inch along edges of crickets. Taper edges of crickets down to base insulation using continuous wood fiberboard tapered edge strips. Secure tapered edge strips with two (2) rows of insulation adhesive.
 7. Complete cricket assembly using factory tapered polyisocyanurate insulation.
 8. Secure cricket insulation in ribbons of insulation adhesive.
- M. Taper insulation down to drains beginning at a point approximately 24 inches from drain using factory tapered edge strips. Secure sump insulation to substrate using insulation adhesive.
- N. Install overlay polyisocyanurate insulation over crickets and tapered system and secure in insulation adhesives as described previously.

3.6 OVERLAY POLYISOCYANURATE BOARD APPLICATION

- A. Furnish and install new overlay board as specified herein.
- B. Clean deck surfaces of all dirt, dust and other foreign matter.
- C. Install overlay board in ribbons of insulation adhesive spaced at 6" on center in the field and at perimeters and 4 inches on center at corners as defined in these specifications.
- D. Stagger all joints off those of preceding layer.
- E. Where necessary, score overlay board for board to conform to substrate.
- F. Apply overlay board with end joints staggered approximately one-half the length of units.
- G. Apply overlay board over crickets.
- H. Fit all overlay board units snugly to each other and to all vertical surfaces.
- I. Remove and replace all damaged units with new units or repair to provide a smooth surface and uniform thickness.

- J. The substrate must be dry, relatively smooth, free of protrusions, debris, sharp edges or foreign materials and moisture.

3.7 MEMBRANE APPLICATION

- A. Install membrane in strict accordance with manufacturer's written instructions.
- B. Unroll membrane and allow to relax before installing.
- C. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger side laps.
- D. Apply manufacturer-approved bonding adhesive (100% coverage) to overlay substrate at rate required by manufacturer. Do not apply adhesive to splice area of roofing membrane.
- E. Mechanically or adhesively fasten roofing membrane securely at terminations, penetrations and perimeter of roofing.
- F. Apply membrane with side laps shingled with slope of roof deck where possible.
- G. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
- H. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
- I. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
- J. Repair tears, voids, and lapped seams in roofing that do not meet requirements.
- K. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
- L. Install roofing membrane and auxiliary materials to tie in to existing roofing.
- M. Contractor shall clean and remove all dust and debris, stains, etc. from new roof surfaces. Excessive bonding adhesive is to be cleaned from roof surface.

3.8 FLASHING APPLICATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply pre-heated spray polyurethane adhesive to substrate of sheet flashing at required rate and allow to rise as specified. Do not apply adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Weld side and end laps to ensure a watertight seam installation.

- E. At wood substrates, terminate and seal top of sheet flashings and mechanically anchor to substrate with specified fasteners on a line approximately 1 inch below top edge and spaced not over 6 inches on center.
- F. At masonry substrates, fasten top of flashing with specified fasteners through continuous termination bar on a line approximately 1 inch below top edge and spaced not over 6 inches on center.
- G. Unless specifically stated otherwise in these specifications or on Drawings, all base flashings are required to extend a minimum of 8 inches above finished roof level. Include costs for modifying equipment curbs, etc. to meet this requirement.

3.9 DRAIN FLASHING INSTALLATION

- A. Flash drains as specified herein.
 - 1. Provide a smooth transition from the roof surface to drain clamping ring. Prepare the substrate around each roof drain to avoid membrane bridging at the sump area and possible distortion at the drain clamping ring.
 - 2. Locate membrane field splices a minimum of 24 inches outside drain sump.
 - 3. Cut the membrane so it extends approximately ½ inch beyond the attachment points of the drain clamping ring. Ensure hole is no smaller than drain leader.
 - 4. Provide water cut-off mastic under compression between membrane and drain base. Melt and remove fleece prior to installation and compression within clamping ring.

3.10 WALKWAY APPLICATION

- A. Install new walkway at all locations indicated on Drawings as specified herein.
- B. Install new walkway on all sides of all major equipment (motorized equipment, scuttles, or any rooftop unit with any single dimension greater than 4 feet).
- C. Continuously weld flexible walkway products to substrate according to roofing system manufacturer's written instructions.
- D. Set units so that long edges are aligned and units are spaced about 2 inches apart.

END OF SECTION 07540

SECTION 07620 – SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Sheet metal flashing and trim.
- B. Related Sections include the following:
 - 1. Division 7 Section “Thermoplastic Membrane Roofing.”

1.3 SUBMITTALS

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain approval prior to placing orders.
 - 1. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable.
- B. Submit shop drawings of all specified types of metal shapes, showing details of proposed installation where appropriate.
- C. Submit two 6 inch long samples of each metal shape.
- D. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer’s standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
- E. Obtain approval of shop drawings, samples and certifications prior to fabrication and installation.
- F. No sheet metal item is to be purchased, fabricated, or installed until all required shop drawings and related submittals for each item are approved. Items purchased, fabricated and/or installed which are not in compliance with approved shop drawings are subject to immediate removal from the project at contractor’s expense.
- G. Submit manufacturer’s installation instructions for shop formed edge metal.

1.4 STORAGE

- A. Restrict on-site storage to minimum for work in progress. Protect all stored metal from exposure to weather and physical damage.

1.5 WARRANTIES

- A. Upon completion of the work, furnish from manufacturer a standard twenty (20) year finish warranty.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

- A. Aluminum Sheet: ASTM B 209.
 - 1. Exposed Finish: Kynar® 500 based fluoropolymer coating, containing not less than 70% polyvinylidene fluoride resin by weight. Mask metal with protective plastic film.
 - 2. Color: As selected by Owner from manufacturer's standard colors.
- B. Stainless Steel: ASTM A 167 chromium-nickel steel sheet AISI Type 304
- C. Solder: ASTM B 32-88T with 50% lead and 50% tin unless otherwise specified herein. Follow metal manufacturer's recommended procedure for soldering.

2.2 SHEET METAL SCHEDULE

- A. Counterflashing: 0.040 prefinished aluminum
- B. Shop-Formed Coping Cap: 0.040 prefinished aluminum
- C. Shop-Formed Edge Metal: 0.040 prefinished aluminum
- D. Overflow Scupper Liners: 0.040 prefinished aluminum (membrane clad)
- E. Gutters: 0.040 prefinished aluminum
- F. Downspouts: 0.040 prefinished aluminum
- G. Bonnet Flashing: 24 ga. stainless steel
- H. Through-Wall Receiver: 24 ga. stainless steel

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Inspect all surfaces to which metal is to be applied. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application.

- B. Follow recommendations of Sheet Metal and Air Conditioning Contractors National Association Architectural Sheet Metal Manual (Sixth Edition, 2003) for fabricating in-shop and on-site, and for installation, unless otherwise specified herein or on Drawings.
- C. Follow published instructions of the product manufacturer for installation of extruded or proprietary metal products, unless otherwise specified herein or on Drawings.
- D. Use nails, screws, bolts, cleats or other fasteners of the same material or, if approved by Engineer, of material chemically compatible with the contacted metal.
 - 1. Use stainless steel fasteners at all locations in contact with pressure-treated lumber.
- E. Fabricate cleats to be one gauge heavier than metal to be secured by cleat unless otherwise noted.
 - 1. Secure cleats to substrate with fasteners specifically manufactured for the purpose at spacings of 6 inches, on center. Fasteners are to be manufactured of metal chemically compatible with the contacted metal. Fasteners to be used in wood substrates are to be ring shank. Fasteners are to be located as close to hem of cleat as practical but no more than 2 inches from hem unless specifically indicated otherwise herein or on drawings.
- F. Solder metal, where required, using standard industry techniques in accordance with the requirements of the metal manufacturer and the SMACNA Architectural Sheet Metal Manual for the types of metal to be soldered. Joints shall be thoroughly sweated to ensure full penetration of solder in the joint and to ensure a secure connection. Riveted joints shall be fully soldered to eliminate rivet holes or potential for corrosion.
- G. Install metal to be water and weathertight with lines, arrises and angles sharp and true and with plane surfaces free of waves or buckles. All raw edges of exposed or finish sheet metal shall be hemmed.
- H. Install shop-formed flashings in 10 foot lengths maximum and with minimum number of pieces in each straight run.
- I. Do not place dissimilar metals in direct contact or in positions where water sheds across both metals.
- J. Miter and seal all inside and outside corners of coping cap. Shop fabricated corner pieces are preferable.
- K. Shop form all metal shapes, which are to be formed of prefinished metal, with protective plastic film in place. Do not remove plastic film until just prior to (or, if possible, after) installation.
- L. At all corners, shop form corner pieces of coping cap and gravel stop with 18 inch legs (joints no more than 18 inches from corner). Seal joint of corner piece.
- M. Hem all metal raw edges.

3.2 COUNTERFLASHING INSTALLATION

- A. Refer to sheet metal schedule for gauge and metal type.

- B. At locations where new counterflashing is inserted behind existing flashings, extend new counterflashings a minimum of 4 inches and secure with specified fasteners through EPDM washer at 9 inches on center. Refer to Drawings.
- C. Notch and lap joints and inside corners. Notch and seam outside corners. Do not rivet or otherwise secure joints and corners.
- D. Lap ends 4 inches. Crimp hem of overlapping section around hem of underlapping section.
- E. At through-wall receiver locations, secure counterflashing by rivets at 8 inches on center.

3.3 EDGE METAL INSTALLATION

- A. Install new edge metal at penthouse gutter as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1B.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Fabricate edge metal with flange width no wider than the width of the blocking less ½ inch and not less than 4 inches.
- D. At edges where gutters are required, install gutters before edge metal.
- E. Apply a strip of 20 mil PVC across the top of the blocking over roof membrane and extending down the outside face approximately the width of the vertical section of the edge metal. Use strips as long as practical, lapping the ends 6 inches.
- F. At gutters, extend edge metal into gutter not less than 4 inches past back edge. Notch metal around gutter spacers approximately 1/8 inch wider than spacer and turn tab out over spacer.
- G. Leave a ¼ inch opening between sections. Center the sections over the back-up plate. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-5A.

3.4 COPING CAP INSTALLATION

- A. Install new coping cap at parapet locations as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 3-4A. For radius parapet walls, install new coping cap in accordance with SMACNA Architectural Sheet Metal Manual Figure 3-5B. At the "S" Pocket Lock use sealant.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Secure both vertical sections with a continuous cleat nailed to wood blocking.
- D. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1, Detail 1 for cleat and coping hem dimensions.
- E. Join sections with 1 inch vertical single-lock standing seams and caulk with approved sealant. Refer to SMACNA Architectural Sheet Metal Manual Figure 3-3, Seam 22.

3.5 SCUPPER LINER INSTALLATION

- A. Install new scupper liners at new overflow locations as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-26A.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Cover all masonry surfaces to be in contact with scupper with a bed of roofing cement.
- D. Install scupper. Install closure flanges at both sides of wall, lock and seal closure flange seams.
- E. Bottom of scupper to be 2 inches above finished roof surface.
- F. Cut opening in concrete sized at 6" x 6".
- G. Extend opening through entire thickness of parapet. Take precautions to avoid damaging adjacent wall surfaces.
- H. Repair exterior finish to match adjacent surfaces.

3.6 GUTTER INSTALLATION

- A. Install new gutters at penthouse eave as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-32B.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size gutters to be 6" inches wide by 6" inches deep.
- D. Provide aluminum gutter brackets sized at 1/4 inch by 3/4 inch spaced 3 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-13A.
- E. Provide steel gutter spacers sized at 1 inch by 1/8 inch spaced 3 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-13A.

3.7 DOWNSPOUT INSTALLATION

- A. Install new downspout at penthouse gutter as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-32B.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size downspout to be 4 inches by 4 inches.
- D. Install downspout on northwest corner of penthouse.
- E. Form downspout hangers from the same material as downspouts using material not less than 2 gauges heavier than downspouts.
- F. Secure downspouts to wall with hangers spaced not more than 5 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-35A.

- G. Where downspouts terminate at lower roof areas, provide new splash pans over walkpad. Size walkpad to be 6 inches longer and wider than splash pan. Adhere splash pan to walkpad using materials consistent with roof membrane installation. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-36, Second Alternate Section. Provide elbows at base of downspouts which turn out at 45°.

3.8 THROUGH WALL RECEIVER INSTALLATION

- A. Install new through-wall receiver as specified herein.
- B. Refer to Sheet Metal Schedule and Drawings.
- C. Install under flexible through-wall flashing and lap sides minimum of 2 inches and seal completely within lap.
- D. Minimum flange of receiver shall be 4 inches. Vertical shall be minimum 1”.
- E. Provide end dams.

3.9 MISCELLANEOUS FLANGED FLASHING INSTALLATION

- A. Except at plumbing vents or other locations where flashing is turned into top of pipe or otherwise integrally secure against water entry, install bonnet flashing extending below and beyond edges of flashing riser and secure mechanically to roof penetration so that connection is watertight. Securement by sealant alone is not acceptable.

WARRANTY
(On Contractor's Standard Letterhead)

Owner: University of South Carolina

Roofing Contractor: _____

Location of Building: Columbia, South Carolina

Name of Building: James F. Byrnes Center [NPE1]

Roof Areas: A, B, C and D

Date of Substantial Completion: _____

Know all men by these presents, that we, (Contractor as defined above), having installed insulation, roofing, flashings, and sheet metal work, and having accomplished certain other work on the roof areas identified above under contract between Owner and Contractor, warrant to Owner, with respect to said work that for a period of two (2) from date of final acceptance of said work by Owner, the roofing, flashings and sheet metal work, 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, hail, hurricane, acts of God, wars, riots, or civil commotion.

We, (Contractor), agree that should any leaks occur in connection with the work 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, (Contractor), further agree that for a period of two (2) 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 roofing, flashings and sheet metal work, in a manner compatible to the system and acceptable under industry standards and general practice.

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

(Roofing Contractor)

by _____
President

WITNESS:

(Notary Public)

END OF SECTION 07620

SECTION 07920 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes sealants for the following exterior application:
 - 1. Sealant joints around top floor window locations (unit price work).
 - 2. Sealant joints at sections of stone ledge.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Submit manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- B. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 General Requirements Sections.

1.5 WARRANTIES

- A. Contractor is to include the work specified under this Section in the "Contractor's Warranty" in the Forms Section

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Single Component Polyurethane Sealant: ASTM C 920, Type S, Grade NS, Class 25, Use NT, M, A and O.
- B. Primer: As recommended by sealant manufacturer.
 - 1. Contractor shall submit three color charts for each type sealant utilized. Color of sealant shall be selected by owner. If necessary, contractor shall provide custom colors.

- C. Back-up Material: Closed-cell polyethylene foam backer rod, non-staining, compatible with sealant primer, and of resilient nature. Materials impregnated with oil, bitumen or similar materials shall not be used.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

- A. Use solvents to clean equipment, tools and smears that are recommended by the sealant manufacturer. Solvents such as mineral spirits, kerosene or paint thinner shall not be used. Such cleaning should be accomplished as work progresses.
- B. Do not apply materials on wet or damp surfaces, over dust, dirt, oils or other contaminants.
- C. Do not apply materials when ambient air temperature is below 40°F without approval of Engineer or Owner.
- D. Store all materials in dry storage at temperatures above 40°F. Wet or damaged materials or containers shall not be used.
- E. Apply new sealant under pressure with power actuated or manual gun. Gun must have correct nozzle size and pressure to fill joint completely. At wall expansion joints, install backer rod with a blunt object. Damaged backer rod must be replaced with new materials. Size backer rod so that it will compress to 25 percent when installed into joint. Do not lap ends and do not have gaps greater than 1/8 inch between sections.
- F. Do not place polyurethane sealants in contact with silicone sealants during application.
- G. Do not use an air blower to clean out dust and debris. Only clean rags or brushes are acceptable.
- H. Remove all existing sealant and backer rod down to original substrate. Removal of sealant with knife alone is not acceptable. Wire brush or grind all concrete or masonry joints and solvent wipe metal joints.
- I. Prime all joints to be sealed with sealant manufacturer's approved primer. Do not apply excessive amounts of primer to joints. Allow primer sufficient time to dry.
- J. Install new closed-cell backer rod in joint to a depth of 1/4" from face of exterior surface.
- K. Tool joints immediately with a rounded wood or metal spatula. Do not use wet tool method. Tooling must be accomplished before sealant begins to skin.
- L. All finished work must be uniform, clean, neat and free of overlapping.

SEALANT WARRANTY

Owner: University of South Carolina

Installer: _____

Location of Building: Columbia, South Carolina

Name of Building: James F. Byrnes Auditorium

Areas: _____

Date of Substantial Completion: _____

Know all men by these presents, that we, Installer as defined above, having furnished labor, materials, equipment or supplies, installed new bond breaker, backer rod, sealant and certain other work on areas identified above under contract between Owner and Contractor, warrant to Owner, with respect to said work that for a period of five years from date of Substantial Completion of said work, the joint sealant, bond breaker, backer rod and related materials shall be absolutely watertight, airtight and free from all leaks, provided however that the following are excluded from this warranty:

Defects or failures resulting from abuse by the Owner.

Defects in design involving failure of (1) structural frame, (2) load-bearing walls, and (3) foundations.

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

We, Installer, agree that should any leaks occur in the building joint sealant we will promptly remedy said leaks in a manner to restore the roof to a watertight and airtight condition by methods compatible to the system and acceptable under industry standards and general practice.

We, Installer, further agree that for a period of five years from date of Substantial Completion referred to above, we will make repairs at no expense to the Owner, to any defects which may develop in the work including but not limited to cohesive and adhesive failure, outgassing, voids and staining in a manner compatible to the system and acceptable under industry standards and general practice.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this

_____ day of _____, 20 _____.

(Installer)

WITNESS:

by _____
President

Notary Public

END OF SECTION 07920