

Blatt PE Center Fire Alarm

University of South Carolina
Columbia, South Carolina

Project Number: H27-I851-B

TABLE OF CONTENTS

PROJECT NUMBER: H27-I851-B

PROJECT NAME: Blatt PE Center Fire Alarm

SECTION

Table of Contents (<i>insert numbers of pages</i>).....	<u>2</u>
Invitation for Bids (SE-310).....	1
Instructions to Bidders (AIA Document A701 – 1997 Edition *).....	6
00201-0SE Standard Supplemental Instructions to Bidders	10
<i>[Insert supplemental project specific instructions to bidders if needed.]</i>	
Bid Bond (AIA A310).....	1
Standard Bid Form (SE-330).....	4
Standard Form of Agreement between Owner and Contractor (AIA Document A101 – 2007 Edition*).....	<u>1</u>
00501-0SE Standard Modifications to AIA A101-2007	3
<i>[Insert supplemental project specific modifications to AIA A101 if needed.]</i>	
General Conditions of the Contract for Construction (AIA Document A201 – 2007 Edition*).....	<u>1</u>
00811-Standard Supplementary Conditions	25
(Supplement to AIA Document A201-2007 Edition General Conditions of the Contract)	
<u>USC Supplemental General Conditions for Construction Projects Contractor's One Year Guarantee</u>	
<i>[Insert additional, project specific, supplementary conditions if needed.] (For the above AIA Documents do not “edit” the document; use them as cover sheets and attach the OSE modification documents.) (*Insert either an original AIA document or a “replacement page.” – See Chapter 5.)</i>	
Performance Bond (SE-355).....	2
Labor and Material Payment Bond (SE-357).....	2

TECHNICAL SPECIFICATIONS

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

<u>Section 260500</u>	<u>Basic Electrical Materials and Methods</u>
<u>Section 260510</u>	<u>Through Penetration Firestop Systems</u>
<u>Section 260600</u>	<u>Grounding and Bonding</u>
<u>Section 260720</u>	<u>Electrical Supports and Seismic Restraints</u>
<u>Section 283100</u>	<u>Fire Alarm System</u>

**SE-310
REQUEST FOR ADVERTISEMENT**

2011 Edition
Rev. 7/20/2011

PROJECT NAME: Blatt PE Center Fire Alarm

PROJECT NUMBER: H27-I851-B

PROJECT LOCATION: Columbia, SC

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

CONSTRUCTION COST RANGE: \$350K

DESCRIPTION OF PROJECT: ; Replace existing fire alarm system in the USC Blatt PE Center. New fire alarm system will be voice evacuation type. Installation of an Owner-furnished mass notification panel/system shall also be included as a part of this project. Note that the PE Center has high ceilings; man-lifts will be required to install raceway systems.

A/E NAME: Belka Engineering Associates

A/E CONTACT:Joseph Land

A/E ADDRESS: Street/PO Box:7 Clusters Court Suite #201

City: Columbia

State: SC ZIP: 29210-

EMAIL: jwland@bellsouth.net

TELEPHONE: 803.731.0650

FAX: 803.731.2880

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 all documents that pertain to this project for the purchasing website.
http://purchasing.sc.edu

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

DATE: 10/30/2012 **TIME:** 10am **PLACE:** 743 Greene St, Columbia, SC; Conf Rm 53

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box:743 Greene St

City: Columbia

State: SC ZIP: 29208-

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: 803.777.3596

FAX: 803.777.7334

BID CLOSING DATE: 11/13/2012 **TIME:** 2pm **LOCATION:** 743 Greene St, Columbia, SC; Conf Rm 53

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Juaquana Brookins

Facilities

743 Greene Street

Columbia, SC 29223

MAIL SERVICE:

Attn: Juaquana Brookins

Facilities

743 Greene Street

Columbia, SC 29223

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

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

DATE: _____

A701

Instruction to Bidders
(1997 Edition)

Original AIA Document on file at the office of
University of South Carolina
743 Greene Street
Columbia, South Carolina 29208

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

OWNER: University of South Carolina

PROJECT NUMBER: H27-I851-B

PROJECT NAME: Blatt PE Center Fire Alarm

PROJECT LOCATION: Columbia, SC

PROCUREMENT OFFICER: Juaquana Brookins

1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

2. MODIFICATIONS TO A701-1997

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

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

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

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

2.4. *In Section 2.1.1:*

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

Insert the following at the end of this section:

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

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

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

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

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

2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

2.3 DRUG FREE WORKPLACE

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

2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

2.5 ETHICS CERTIFICATE

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

2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

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

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

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

2.7. Delete Section 3.1.1 and substitute the following:

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

2.8. Delete the language of Section 3.1.2 and insert the word "Reserved."**2.9. In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."****2.10. Insert the following Section 3.1.5**

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

2.11. In Section 3.2.2:

Delete the words "and Sub-bidders"

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

2.12. In Section 3.2.3:

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

Insert the following at the end of the section:

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

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

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

2.14. Delete Section 3.3.2 and substitute the following:

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

2.15. Delete Section 3.4.3 and substitute the following:

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

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

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

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

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

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

2.19. Delete Section 4.1.3 and substitute the following:

4.1.3 Sums shall be expressed in figures.

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

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

2.21. Delete Section 4.1.5 and substitute the following:

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

2.22. Delete Section 4.1.6 and substitute the following:

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

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

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

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

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

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

2.26. Delete Section 4.2.3 and substitute the following:

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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

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

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

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

2.33. *Insert the following Sections 5.2.2 and 5.2.3:*

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

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

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

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

6.1 CONTRACTOR'S RESPONSIBILITY

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

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

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

2.37. *Insert the following Section 6.4*

6.4 CLARIFICATION

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

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

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

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

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

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.41. Delete Section 7.2.1 and substitute the following:**

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

2.42. Delete the language of Section 7.2.2 and insert the word "Reserved."**2.43. Delete the language of Article 8 and insert the following:**

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

2.44. Insert the following Article 9:**ARTICLE 9 MISCELLANEOUS****9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>.

9.2 CONTRACTOR LICENSING

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

9.3 SUBMITTING CONFIDENTIAL INFORMATION

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

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

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

9.4 POSTING OF INTENT TO AWARD

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

Room or Area of Posting: Lobby

Building Where Posted: Facilities

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

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

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

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

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

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

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the bidder's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

9.7 BUILDER'S RISK INSURANCE

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

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

none

END OF DOCUMENT

AIA 310

Bid Bond

(2010 Edition)

Original AIA Document on file at the office of

University of South Carolina

743 Greene Street

Columbia, South Carolina 29208

**SE-330 – LUMP SUM BID
BID FORM**

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

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: University of South Carolina
(Owner's Name)

FOR PROJECT: PROJECT NAME Blatt PE Center Fire Alarm
PROJECT NUMBER H27-I851-B

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):* Replace existing fire alarm system in the USC Blatt PE Center. New fire alarm system will be voice evacuation type. Installation of an Owner-furnished mass notification panel/system shall also be included as a part of this project. Note that the PE Center has high ceilings; man-lifts will be required to install raceway systems.

_____, which sum is hereafter called the Base Bid.

(Bidder - insert Base Bid Amount on line above)

**SE-330 – LUMP SUM BID
BID FORM**

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

ALTERNATE # 1 (Brief Description): NA

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): NA

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): NA

ADD TO or DEDUCT FROM BASE BID: _____

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

**SE-330 – LUMP SUM BID
 BID FORM**

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

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

SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER
NONE RQUIRED		
ALTERNATE 1		
NONE RQUIRED		
ALTERNATE 2		
NONE RQUIRED		
ALTERNATE 3		
NONE RQUIRED		

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

**SE-330 – LUMP SUM BID
BID FORM**

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within **90** calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

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

§ 10. AGREEMENTS

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

§ 11. ELECTRONIC BID BOND

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

Electronic Bid Bond Number: _____

Signature and Title: _____

**SE-330 – LUMP SUM BID
BID FORM**

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

SC Contractor's License Number(s): _____

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

SIGNATURE

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

BY: _____
(Signature)

DATE: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

A101

Standard form of Agreement Between Owner
and Contractor
(2007 Edition)

Original AIA Document on file at the office of
University of South Carolina
743 Greene Street
Columbia, South Carolina 29208

OSE FORM 00501 STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: University of South Carolina
PROJECT NUMBER: H27-I851-B
PROJECT NAME: Blatt PE Center Fire Alarm

1. STANDARD MODIFICATIONS TO AIA A101-2007

1.1. These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.

1.2. All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

2. MODIFICATIONS TO A101

2.1. *Insert the following at the end of Article 1:*

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

2.2. *Delete Section 3.1 and substitute the following:*

3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven days prior to the Date of Commencement. Unless otherwise provided elsewhere in the contract documents, and provided the contractor has secured all required insurance and surety bonds, the contractor may commence work immediately after receipt of the Notice to Proceed.

2.3. *Delete Section 3.2 and substitute the following:*

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

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

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

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

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

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

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

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

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

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

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

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

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

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

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

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

Name: Tom Opal
Title: Sr Project Manager
Address: 743 Greene St, Columbia, SC 29208
Telephone: 803.777.7076 **FAX:** 803.777.0484
Email: tnopal@fmc.sc.edu

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

Name: Peter Fisher
Title: Project Manager
Address: 743 Greene St, Columbia, SC 29208
Telephone: 803.777.9346 **FAX:** _____
Email: pfisher@fmc.sc.edu

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

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

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

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

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

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

2.14. *Add the following Section 8.6.1:*

8.6.1 The Architect's representative:

Name: Joe Land
Title: Associatie
Address: 7 Cluster CT Ste 201, Columbia, Sc 29208
Telephone: 803.731.0650 **FAX:** 803.731.2880
Email: jwland@bellsouth.net

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

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

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

END OF DOCUMENT

General Conditions of the Contract for Conditions

Placement Page

AIA Document A201-2007 Edition*

Can be obtained at the below address

743 Greene Street
Columbia, SC 29208

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina

PROJECT NUMBER: H27-I851-B

PROJECT NAME: Blatt PE Center Fire Alarm

1 GENERAL CONDITIONS

The *General Conditions of the Contract for Construction*, AIA Document A201, 2007 Edition, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents collectively as the "General Conditions."

2 STANDARD SUPPLEMENTARY CONDITIONS

2.1 The following supplements modify, delete and/or add to the General Conditions. Where any portion of the General Conditions is modified or any paragraph, Section or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.

2.2 Unless otherwise stated, the terms used in these Standard Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

3 MODIFICATIONS TO A201-2007

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

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

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1** The change in the Work;

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

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

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

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

3.51 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

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

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

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

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

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

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

§ 7.6.3 Records Retention.

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

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

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

3.59 Delete Section 9.3.1 and substitute the following:

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

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

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

3.75 Delete Section 10.3.1 and substitute the following:

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

3.76 Insert the following at the end of Section 10.3.2:

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

3.77 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS****3.80** *Insert the following at the end of Section 10.4:*

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

3.81 *Delete 11.1.2 and substitute the following:*

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

(1) COMMERCIAL GENERAL LIABILITY:

(a) General Aggregate (per project)	<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.

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

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

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

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

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

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

3.113 *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”*

3.114 *Delete Section 14.2.1 and substitute the following:*

14.2.1 The Owner may terminate the Contract if the Contractor

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

3.115 *In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.*

3.116 *In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”*

3.117 *Add the following Section 14.2.5:*

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

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

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

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

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

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

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

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

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

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

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

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

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

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

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

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

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

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

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

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

15.6 DISPUTE RESOLUTION

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

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

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

Remarks: _____

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

NONE

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

See Section 260500

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 Section 260500

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

NONE

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

NONE

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

NONE

USC SUPPLEMENTAL GENERAL CONDITIONS
FOR CONSTRUCTION PROJECTS

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

9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.
11. For all projects over \$100,000, including IDC' s, an SE-395, Contractor Performance Evaluation, will be completed by the USC Project Manager and reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed and a Construction Performance rating will be established.
12. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least one 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

Updated: July 15, 2011

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.

Project Name: Blatt PE Center Fire Alarm

Project Number: H27-I851-B

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

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

Defects or failures resulting from abuse by Owner.

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

[Name of Contracting Firm]

*By _____

Title _____

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

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

_____ State

My commission expires _____

Performance Bond

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

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

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

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

State Project Name: Blatt PE Center Fire Alarm
State Project Number: H27-I851-B
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Replace existing fire alarm system in the USC Blatt PE Center. New fire alarm system will be voice evacuation type. Installation of an Owner-furnished mass notification panel/system shall also be included as a part of this project.

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

Name: Belka Engineering Associates
Address: 7 Cluster Ct Ste 201
Columbia, SC 29201

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Definitions

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

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

SE-357
Labor and Material Payment Bond

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

Name: _____
Address: _____

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

Name: _____
Address: _____

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

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

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

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

Project Name: Blatt PE Center Fire Alarm
Project Number: H27-I851-B
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Replace existing fire alarm system in the USC Blatt PE Center. New fire alarm system will be voice evacuation type. Installation of an Owner-furnished mass notification panel/system shall also be included as a part of this project.

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

Name: Belka Engineering Associates
Address: 7 Cluster Ct Ste 201
Columbia, SC 29201

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

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

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

CONTRACTOR

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

SE-357**Labor and Material Payment Bond****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the

Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. DEFINITIONS

13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.

13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SECTION 26 05 00

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Raceways.
 - 2. Building wire and connectors.
 - 3. Electrical identification.
 - 4. Electrical demolition.
 - 5. Cutting and patching for electrical construction.
 - 6. Touchup painting.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metal conduit.
- C. LFMC: Liquidtight flexible metal conduit.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70, 2008 Edition.

1.5 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings with existing building construction.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work.
- C. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

1.6 SUBMITTALS

- A. Provide the quantity listed below for each item requiring a submittal.

Shop Drawings: Initial Submittal: 3 sets of 30" x 42" blue- or black-line prints.

Final Submittal: 2 sets of 30" x 42" blue- or black-line prints and 1 set of 30" x 42" bond or vellum drawings.

Record Drawings: 1 set of 30" x 42" blue- or black-line prints and 1 set of 30" x 42" bond or vellum drawings.

Product Data: 1 original (manufacturer's published/printed cut sheets) and 3 copies of each item. Each set shall be bound in a separate 3-ring binder/notebook with labeled section tabs/dividers.

Operating and Maintenance Manuals: 3 sets, each bound in a 3-ring binder/notebook with labeled section tabs/dividers.

- B. RECORD DRAWINGS

Prepare record documents to indicate installed conditions for:

Horizontal and vertical raceway systems; type, size, and location.

Equipment and device locations (exposed and concealed).

Approved substitutions, contract modifications, and actual equipment and materials installed.

- C. OPERATING AND MAINTENANCE MANUALS

Prepare maintenance manuals to include the following information for equipment items:

Description of function, normal operating characteristics and limitations, engineering data and tests, and complete nomenclature with commercial numbers of replacement parts.

Manufacturer's printed operating procedures to include start-up, routine and normal operating instructions; control, shutdown, and emergency instructions.

Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; and adjusting instructions.

Servicing instructions and schedules.

PART 2 - PRODUCTS

2.1 RACEWAYS

- A. EMT: ANSI C80.3, zinc-coated steel, **with compression fittings.**
- B. RMC: Zinc-coated steel, with threaded fittings.
- C. LFMC: Zinc-coated steel with sunlight-resistant and mineral-oil-resistant plastic jacket.
- D. Surface Raceways: Wiremold #500 and #700 metal surface raceway systems or prior approved equal. Surface raceways shall have manufacturer's ivory finish. Provide fittings and boxes that mate and match with surface raceway. Fittings and boxes shall have finishes to match surface raceways.
- E. Raceway Fittings: Specifically designed for the raceway type with which used.

2.2 CONDUCTORS

- A. Conductors, No. 10 AWG and Smaller: Solid or stranded copper.
- B. Conductors, Larger Than No. 10 AWG: Stranded copper.
- C. Insulation: Thermoplastic, rated at 75 deg C minimum.
- D. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

2.3 ELECTRICAL IDENTIFICATION

- A. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.
- B. Cable Labels: Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size.
 - 1. Type: Preprinted, flexible, self-adhesive, vinyl. Legend is overlaminated with a clear, weather- and chemical-resistant coating.
 - 2. Color: Black letters on orange background.
 - 3. Legend: Indicates voltage.
- C. Colored Adhesive Marking Tape for Wires and Cables: Self-adhesive vinyl tape, not less than 1 inch wide by 3 mils thick (25 mm wide by 0.08 mm thick).
- D. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
- E. Engraved-Plastic Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch minimum thickness for signs up to 20 sq. in. and 1/8-inch minimum thickness for larger sizes. Engraved legend in black letters on white background.
- F. Warning and Caution Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing, with colors, legend, and size appropriate to the application. 1/4-inch grommets in corners for mounting.
- G. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and lock-washers.

2.4 TOUCHUP PAINT

- A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.
- B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Right of Way: Give to existing raceways and piping systems installed at a required slope.

3.2 RACEWAY APPLICATION

- A. Use the following raceways for outdoor installations:
 - 1. Above Ground, Exposed on Building: RMC.
 - 2. Flexible Connection to Equipment: LFMC.
 - 3. Boxes, Gutters and Enclosures: NEMA 250, Type 3R or Type 4.
- B. Use the following raceways for indoor installations unless noted otherwise on plan:
 - 1. Dry locations: EMT - Conceal in existing walls and above existing ceilings, unless prior approved by the Engineer. **Provide surface metal raceways where indicated or detailed for raceway drops to fire alarm pull stations.**
 - 2. Damp or Wet Locations **(Including the Basement Level and the Natatorium)**: RMC.
 - 3. Flexible Connection to Equipment: LFMC.
 - 4. Boxes, Gutters and Enclosures: NEMA 250, Type 1, **except that boxes and enclosures provided on the basement level and in the Natatorium shall be cast-metal, gasketed, weatherproof type.**

3.3 RACEWAY AND CABLE INSTALLATION

- A. Install raceways and cables at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.
- B. Use temporary raceway caps to prevent foreign matter from entering.

- C. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- D. Use raceway and cable fittings compatible with raceways and cables and suitable for use and location.
- E. **Core drill holes in existing masonry walls, floors and ceilings as required to install raceways. Seal openings to prevent entry of moisture. Provide firestopping where applicable (2-hour rated, minimum).**

3.4 WIRING METHODS FOR POWER AND CONTROL CIRCUITS

- A. Feeders and Branch Circuits: Type THWN insulated conductors in raceway.
- B. Control Wires and Cables: Provide wires and cables with conductors and insulation types as recommended by the fire alarm system manufacturer. Conductor sizes, insulation types, and outside diameter of each control wire and cable shall be indicated on required shop drawings. **Also, each conduit run indicated on the shop drawings shall include the number and type of cables, as well as the conduit size for each leg of conduit. Conduit fill shall not exceed 40 percent in any case.**

3.5 WIRING INSTALLATION

- A. Install splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

3.6 IDENTIFICATION OF MATERIALS AND DEVICES

- A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.
- C. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding shall be used.
- D. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.
4. Neutral: White.
5. Ground: Green.

- E. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

3.7 FIRESTOPPING

- A. Apply 2-hour rated firestopping system to cable and raceway for all wall and floor penetrations.

3.8 DEMOLITION

- A. Protect existing electrical and mechanical equipment installations. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Remove demolished material from Project site, except that existing fire alarm devices and equipment shall be turned over to Todd Griffin, USC Fire Marshal.
- D. Remove, store, and clean components indicated for relocation.

3.9 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing fireproofing has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.10 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
 - 1. Raceways.
 - 2. Building wire and connectors.
 - 3. Supporting devices for electrical components.
 - 4. Electrical identification.
 - 5. Electrical demolition.
 - 6. Cutting and patching for electrical construction.
 - 7. Touchup painting.

3.11 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint.
 - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
 - 2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
 - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.12 CLEANING AND PROTECTION

- A. On completion of installation of equipment, raceways, fittings and devices inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 26 05 00

SECTION 26 05 10
THROUGH-PENETRATION FIRESTOP SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes through-penetration firestop systems for penetrations fire-resistance-rated wall assemblies, including openings containing penetrating items.

1.2 PERFORMANCE REQUIREMENTS

- A. General: For the following constructions, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assembly penetrated.
 - 1. Fire-resistance-rated load-bearing walls, including partitions, with fire-protection-rated openings.
 - 2. Fire-resistance-rated non-load-bearing walls, including partitions, with fire-protection-rated openings.
 - 3. Fire-resistance-rated floor assemblies.
- B. For through-penetration firestop systems exposed to view, provide products with flame-spread ratings of less than 25 and smoke-developed ratings of less than 450, as determined per ASTM E 84.
- C. **Provide 2-hour rated firestop systems for all wall, floor, and ceiling raceway penetrations.**

1.3 SUBMITTALS

- A. Product Data: For each type of through-penetration firestop system product indicated.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed through-penetration firestop systems similar in material, design, and extent to that indi-

cated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- B. Source Limitations: Obtain through-penetration firestop systems, for each kind of penetration and construction condition encountered, from a single manufacturer.
- C. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in "Performance Requirements" Article:
 - 1. Firestopping tests shall be performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is **UL**.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multicomponent materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- C. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until Owner's inspecting agency and building inspector, if required by authorities having jurisdiction, have examined each installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, through-penetration firestop systems that may be incorporated into the Work include, but are not limited to, those systems indicated in the Through-Penetration Firestop System Schedule at the end of Part 3.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Firestop Systems Inc.
 - 2. Hilti
 - 3. International Protective Coatings Corp.
 - 4. Nelson Firestop Products.
 - 5. 3M Fire Protection Products.
 - 6. Specified Technologies, Inc. (STI)

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide through-penetration firestop systems that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
- B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by the qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:
 - 1. Permanent forming/damming/backing materials, including the following:

- a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.

2.3 FILL MATERIALS

- A. General: Provide through-penetration firestop systems containing the types of fill materials indicated in the Through-Penetration Firestop System Schedule at the end of Part 3 by reference to the types of materials described in this Article. Fill materials are those referred to in directories of the referenced testing and inspecting agencies as fill, void, or cavity materials.
- B. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture.
- C. Mortars: Prepackaged, dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- D. Silicone Sealants: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
 1. Grade for Horizontal Surfaces: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces.
 2. Grade for Vertical Surfaces: Nonsag formulation for openings in vertical and other surfaces.

2.4 MIXING

- A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with written recommendations of firestop system manufacturer and the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

- A. General: Install through-penetration firestop systems to comply with "Performance Requirements" Article and firestop system manufacturer's written instal-

lation instructions and published drawings for products and applications indicated.

- B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for firestop systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.
- D. Install cable tray pathways in/through existing fire rated walls and smoke barriers as recommended by the pathway system manufacturer.

3.4 FIELD QUALITY CONTROL

- A. Proceed with enclosing through-penetration firestop systems with other construction only after Owner inspection is completed.
- B. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

3.5 IDENTIFICATION

- A. Identify through-penetration firestop systems with pressure-sensitive, self-adhesive, preprinted vinyl labels. Attach labels permanently to surfaces of penetrated construction on both sides of each firestop system installation where labels will be visible to anyone seeking to remove penetrating items or firestop systems. Include the following information on labels:
 - 1. The words: "Warning--Through-Penetration Firestop System--Do Not Disturb. Notify Building Management of Any Damage."

2. Contractor's name, address, and phone number.
3. Through-penetration firestop system designation of applicable testing and inspecting agency.
4. Date of installation.
5. Through-penetration firestop system manufacturer's name.
6. Installer's name.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce through-penetration firestop systems complying with specified requirements.

3.7 THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

- A. UL-classified systems refer to the alpha-alpha-numeric designations listed in UL's "Fire Resistance Directory" under product Category XHEZ.
- B. Provide the following 2-hour rated firestop systems for all wall, floor, and ceiling raceway penetrations, as applicable

<u>UL-Classified System</u>	<u>Penetrant</u>	<u>Rating</u>	<u>IPC Product</u>
C-AJ-1235	4" or Smaller EMT Pipe	2 Hour	FS 1900
WL-1152	4" or Smaller EMT Pipe	2 Hour	FS 1900

END OF SECTION 26 05 10

SECTION 26 06 00
GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes methods and materials for grounding systems and equipment.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.

2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors: Copper or copper alloy, bolted pressure-type, with at least two bolts.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Connections to ground buses: Bolted connectors.
 - 2. Connections for splices: Terminal blocks.
- C. **Cable Shield Terminations and Connections:**
 - 1. **Connections for cable splices: Terminal blocks.**

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.

1. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.

END OF SECTION 26 06 00

SECTION 26 07 20

ELECTRICAL SUPPORTS AND SEISMIC RESTRAINTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Seismic restraints for electrical equipment and systems.

1.2 QUALITY ASSURANCE

- A. Comply with most stringent seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- B. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-3, factory-fabricated components for field assembly, and provide finish suitable for the environment in which installed.
 - 1. Manufacturers:
 - a. Cooper B-Line; a division of Cooper Industries.
 - b. ERICO International Corporation.
 - c. Allied Support Systems; Power-Strut Unit.
 - d. GS Metals Corp.
 - e. Michigan Hanger Co., Inc.; O-Strut Div.
 - f. National Pipe Hanger Corp.
 - g. Thomas & Betts Corporation.
 - h. Unistrut; Tyco International, Ltd.
 - i. Wesanco, Inc.

2. Channel Dimensions: Selected for structural loading and applicable seismic forces.
- B. Raceway and Cable Supports: As described in NECA 1.
 - C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
 - D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 - E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers:
 - 1) Cooper B-Line; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti, Inc.
 - 4) ITW Construction Products.
 - 5) MKT Fastening, LLC.
 - 6) Powers Fasteners.
 2. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 3. Through Bolts: Structural type, hex head, high strength. Comply with ASTM A 325.
 4. Toggle Bolts: All-steel springhead type.
 5. Hanger Rods: Threaded steel.

2.2 SEISMIC-RESTRAINT COMPONENTS

- A. Rated Strength, Features, and Application Requirements for Restraint Components:
 1. Structural Safety Factor: Strength in tension, shear, and pullout force of components used shall be at least five times the maximum seismic forces to which they will be subjected.

- B. Angle and Channel-Type Brace Assemblies: Steel angles or steel slotted-support-system components; with accessories for attachment to braced component at one end and to building structure at the other end.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 for application of hangers and supports for electrical equipment and systems, unless requirements in this Section or applicable Code are stricter.

3.2 SUPPORT AND SEISMIC-RESTRAINT INSTALLATION

- A. Comply with NECA 1 for installation requirements, except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support and Seismic-Restraint Assemblies: Select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods, unless otherwise indicated by Code:
 1. To New Concrete: Bolt to concrete inserts.
 2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 3. To Existing Concrete: Expansion anchor fasteners.
 4. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts, beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69, and/or Spring-tension clamps.

- 5. To Light Steel: Sheet metal screws.
- 6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces:
Mount on slotted-channel racks attached to substrate.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 INSTALLATION OF SEISMIC-RESTRAINT COMPONENTS

- A. Attachment to Structure: Anchor bracing to structure at flanges of beams, upper truss chords of bar joists, or at concrete members.

3.5 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Make flexible connections in runs of raceways and cables where they cross expansion and seismic-control joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to electrical equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

END OF SECTION 26 07 20

SECTION 28 31 00

FIRE ALARM SYSTEM

PART 1 - GENERAL

SUMMARY

This Section includes fire alarm systems. It includes requirements for system components including but not limited to the following:

- Backboxes for fire alarm system devices.
- Manual pull stations.
- Spot type smoke detectors.
- Duct type smoke detectors.
- Remote test stations for duct smoke detectors.
- Spot type heat detectors.
- Addressable interface units (AIU's).
- Isolation control relays.
- Alarm notification appliances.
- Fire and voice command center (FVCC).
- Transient voltage surge suppression (TVSS).
- Emergency power supply for FVCC.
- Digital alarm communicator transmitter (DACT).
- RJ-31X telephone jacks.
- Transponder panels.
- System instructions.
- Tags.

DEFINITIONS

Active Multiplex System: A multiplexing system in which signaling devices are employed to transmit and receive status signals of each initiating device and/or initiating device circuit within a prescribed time interval so that lack of receipt of such signal may be interpreted as a trouble signal.

A.D.A.: Americans with Disabilities Act Guidelines.

Alarm Initiating Devices: Manual and automatic detection devices such as manual pull stations, heat detectors, and smoke detectors.

Alarm Notification Appliances: Devices such as audible-only alarm units (speakers), visible-only alarm units (strobes), and combination audible/visible alarm units.

Alarm Signal: Signifies a state of emergency requiring immediate action. Pertains to signals caused by the operation of alarm initiating devices.

Analog Smoke Detector: A smoke detector that transmits a signal indicating varying degrees of smoke density and includes a warning system to indicate when the detector is dirty and when the detector drifts outside of its listed sensitivity range. Detectors shall include an adjustable sensitivity feature capable of being manipulated at the fire alarm control panel (FACP/FVCC).

Class B Wiring: Wiring method used to interface non-addressable detection devices to addressable interface units (AIU's) and for notification appliance circuits. Class B circuits shall be electrically supervised such that a single break or a single ground fault condition will be indicated by a trouble signal at the FVCC no matter where the break or ground fault condition occurs.

Notification Appliance Circuit (NAC): Circuit for connection of notification appliances. Circuits shall be electrically supervised such that a single break or a single ground fault condition will be indicated by a trouble signal at the FVCC no matter where the break or ground fault condition occurs.

Signaling Line Circuit (SLC): Multiplex circuit for connection of alarm initiating devices. Circuits shall be electrically supervised such that a single break or a single ground fault condition will be indicated by a trouble signal at the FVCC no matter where the break or ground fault condition occurs.

Supervisory Signal: Indicates need for action regarding maintenance of the fire detection and alarm system.

Trouble Signal: Indicates that a fault, such as an open circuit or ground, has occurred in the system.

Zone: Designation for an initiating device having a unique identity (for means of annunciation, status, and/or control) on a signaling line circuit.

SYSTEM DESCRIPTION

General: Active multiplex, addressable, microprocessor based type system with both manual and automatic alarm initiation, and both audible and visible evacuation alarms.

Signal Transmission: Multiplex signal transmission dedicated to fire alarm service only.

Audible Alarm Indication: By digital voice alarm messages and tone signals on loudspeakers for general fire alarm. **In addition to fire alarm notification, an audio input shall be provided in the FVCC to connect the University's Mass Notification system for voice alert messages. Signal and connectivity requirements shall be coordinated with Todd Griffin (USC Fire Marshal).**

Visible Alarm Indication: By synchronized strobe light units that comply with NFPA 72 and A.D.A. guidelines.

System connections for alarm initiating devices: Devices shall be connected using signaling line circuits (multiplex addressable type).

System connections for alarm notification appliances: Devices shall be connected using Class B notification appliance circuits.

Functional Description: Provide a complete fire detection and alarm system and voice evacuation system with the following functions and operating features:

Priority of Signals: Automatic response functions shall be accomplished by the first zone/device initiated. Alarm functions resulting from initiation by the first zone/device shall not be altered by subsequent alarms. An alarm signal shall be the highest priority. Supervisory or trouble signals shall have second- and third-level priority. Signals of a higher level priority shall take precedence over signals of lower priority even though the lower priority condition occurred first. Annunciate all alarm signals regardless of priority or order received.

Noninterfering: Provide zoned, powered, wired, and supervised system so that a signal from one zone/device does not prevent the receipt of signals from any other zone/device. All zones/devices shall be manually resettable from the FVCC after the initiating device or devices have been restored to normal.

Transmission to Remote Supervising Station: Alarm signals shall be automatically routed to USC's remote supervising station via a digital alarm communicator transmitter (DACT).

Function Switches at the FVCC Panel Annunciator: Switches shall provide capability for Alarm Acknowledgement, Supervisory Acknowledgement, Trouble Acknowledgement, System Reset, Alarm Silence, and AHU Shutdown.

Alarm Acknowledgement: Under normal conditions each panel shall display a "SYSTEM NORMAL" message. Should an abnormal condition be detected an appropriate LED (Alarm, Supervisory, or Trouble) shall flash and an audible signal shall be activated at each panel. Each panel shall display the following information relative to the abnormal condition of a point in the system:

1. Custom alarm point label (40 characters minimum)
2. Type of device (e.g., smoke detector, heat detector, manual pull station, etc.)
3. Point status (e.g., alarm, supervisory, trouble)

Pressing the appropriate acknowledge button shall acknowledge the alarm, supervisory, or trouble condition. After all the points have been acknowledged, the LED's shall glow steady and each panel's audible signal shall be silenced.

System Reset: The "System Reset" button shall return the system to its normal state after an alarm condition has been remedied. Should an alarm condition continue to exist, the system shall remain in an abnormal state. System control relays shall not reset. Each panel's audible signal and the Alarm LED shall be on. Each display shall indicate the total number of alarms and troubles present in the system along with a prompting to review the points. These points shall not require acknowledgement if they were previously acknowledged.

Alarm Silencing: Should the "Alarm Silence" button be pressed, all building and panel audible alarm signals shall cease operation. **All building visible alarm signals shall continue operation.**

AHU Shutdown: Should the "AHU Shutdown" button be pressed, all air handling units in the building shall be shutdown automatically via duct type smoke detector addressable relays in conjunction with isolation relays (where necessary) installed at air handling units. Additionally, all existing smoke dampers shall close. Pressing the button a second time shall cause all air handling units to automatically restart and existing smoke dampers to re-open. Custom controls, wiring, and programming shall be provided to accomplish these features.

Drill/Full Evacuation: Should the "Drill/Full Evacuation" button be pressed, all building audible alarm signals and visible signals shall be activated throughout the building. This function is not shown on the drawings, but shall be provided integral to the FVCC panels.

Power Loss Indication: Sound trouble signal at the FVCC upon loss of primary power at the FVCC and all transponder panels. Provide an indication at the FVCC when any portion of the system is operating on an alternate power supply.

Remote Detector Status Indication:

Tamper: Status annunciation of individual smoke and heat detectors at the FVCC to indicate when a detector has been removed from its base.

Maintenance: Status annunciation of individual analog smoke detectors at the FVCC to indicate when a detector is dirty and requires cleaning or when it has drifted outside of its listed sensitivity range.

Remote Detector Sensitivity Adjustment: Manipulation of controls at the FVCC shall allow the selection of specific smoke and heat detectors for adjustment, display their current status and sensitivity settings, and control changes in those settings. Provide ability of using the same controls to program repetitive scheduled changes in sensitivity of specific detectors. These adjustments shall be capable of being made by the Owner's maintenance personnel and shall not require the use of additional and/or proprietary programming equipment.

Annunciation: Annunciate manual or automatic operation of any alarm or supervisory initiating device on the FVCC indicating the location and type device.

Signal Initiation: The manual or automatic operation of an alarm initiating or supervisory operating device shall cause the FVCC to transmit an appropriate signal including:

General Alarm: A system general alarm includes:

Audible indication of the general alarm condition at the FVCC.

Identifying the device that is the source of the alarm at the FVCC.

Initiating voice/tone (via speakers) alarms and visible alarms as follows:

General: When the FVCC receives notification of a general alarm condition, all audible and visible alarms shall be activated throughout the building.

The audio alarm signal of the voice alarm system shall consist of an alarm tone for approximately 10 seconds followed by automatic pre-selected voice evacuation messages (see message requirements under PRODUCTS section). At the end of each voice evacuation message, the alarm tone shall resume. The alarm tone and messages shall sound alternately until the alarm silence switch at the FVCC or remote annunciator panels has been operated. **Note that two different voice messages are required - one for the existing elevator car and one for all other areas of the building. The elevator car and associated controller will be upgraded in a future project to include speaker in car.**

Unlocking all existing access controlled doors in the building.

Initiating transmission of a Contact ID coded alarm signal to USC's remote supervising station via a digital alarm communicator transmitter.

Supervisory Alarm: A system supervisory alarm includes:

Audible indication of the supervisory condition at the FVCC.

Identifying the device that is the source of the supervisory condition at the FVCC.

Initiating transmission of a Contact ID coded supervisory alarm signal to USC's remote supervising station via a digital alarm communicator transmitter.

Trouble Alarm: A system trouble alarm includes:

Audible indication of the trouble condition at the FVCC.

Identifying the device that is the source of the supervisory condition at the FVCC.

Initiating transmission of a Contact ID coded trouble alarm signal to USC's remote supervising station via a digital alarm communicator transmitter.

Alarm initiation for installed fire detection devices shall be as follows:

Manual pull station alarm operation initiates a general alarm.

Smoke detector requiring maintenance/cleaning initiates supervisory alarm.

Smoke detector alarm operation of spot type smoke detectors shall initiate a general alarm.

Smoke detector alarm operation of an elevator lobby or machine room spot type detector shall activate both a general alarm and Firefighters' Service in compliance with ANSI A17.1.

Removal of smoke detectors from their mounting bases initiates a trouble alarm.

Duct smoke detector alarm operation shall initiate a general alarm, close associated smoke dampers (where applicable), and shut down its associated air handling unit fan. Any associated electric duct heaters shall also be shut down.

Heat detector alarm operation of spot type heat detectors initiates a general alarm.

Removal of heat detectors from their mounting bases initiates a trouble alarm.

Independent System Monitoring: Supervise each detection device and each alarm notification device for both normal operation and trouble.

Circuit Supervision: Indicate circuit faults with both a zone and a trouble signal at the FVCC. Provide a distinctive indicating audible tone and (LED) indicating light.

The maximum elapsed time between the occurrence of an alarm or a trouble condition and its indication at the FVCC shall be 10 seconds. The maximum elapsed time between the occurrence of an alarm condition and activation of all associated notification devices shall be 10 seconds.

SUBMITTALS

General: Submit the following in accordance with Division 26 Section "Basic Electrical Requirements." **The contractor shall not begin the installation of any raceways or boxes for the fire alarm system until shop drawings and product data have been reviewed by the Architect/Engineer.**

Product Data: Submit product data for all fire alarm system components including dimensioned plans, sections, and elevations showing minimum clearances, installed features and devices, and list of materials.

Wiring Diagrams: Submit wiring diagrams from the manufacturer differentiating between manufacturer-installed and field-installed wiring. Include diagrams for equipment wiring and for system wiring with all terminals and interconnections identified. Include drawings indicating components for both field and factory panel wiring.

Shop Drawings: Submit shop drawings from the manufacturer indicating all horizontal and vertical building wiring for detection, alarm, and communications circuits. **Include equipment types and locations, raceway sizes, number and type of wires/cables, and conductor color coding for each circuit type.** Shop drawings shall be provided on 30" x 42" (E-size) prints. In addition to the requirements of Division 26 Section "Basic Electrical Requirements", final submittal shall include one set of shop drawings on a reproducible (vellum or bond) media.

Battery Calculations: **Submit battery capacity calculations for both alarm and supervisory modes.**

Voltage Drop Calculations: **Submit calculations for voltage drop of each notification appliance circuit.**

System Operation Description: Submit system operation description including method of operation and supervision of each type of circuit and sequence of operations for all

manually and automatically initiated system inputs. Description shall cover this specific project. Manufacturer's standard descriptions for generic systems are not acceptable.

Operation and Maintenance Data: Submit operation and maintenance data that will be included in the operating and maintenance manual specified in Division 26 Section "Basic Electrical Requirements." Operation and maintenance data shall cover each type of product, including all features and operating sequences, both automatic and manual. In addition, provide the following:

1. Spare parts data.
2. Names, addresses, and telephone numbers of service organizations that carry stock of repair parts for the systems to be furnished.
3. A listing of the manufacturer's representatives responsible for installation coordination and service.
4. A list of CPU addresses for every device that is provided for purposes of alarm initiation, status monitoring, supervised notification appliance circuits, and auxiliary control.
5. A list of detector sensitivity setpoints for all installed smoke and heat detectors.

Product certification: Submit a product certification letter signed by the manufacturer of the fire alarm system components certifying that their products comply with the referenced standards.

QUALITY ASSURANCE

Installer Qualifications: Engage an experienced Installer who is a factory-authorized service representative and a licensed contractor in the State of South Carolina to perform the Work of this Section.

Compliance With Local Requirements: Comply with the International Building Code (IBC), local ordinances, local regulations, requirements of the South Carolina Department of Labor (elevator code enforcement), requirements of the USC Fire Marshal (Todd Griffin), and requirements of the Office of the State Engineer.

American National Standards Institute (ANSI): Installation of equipment, devices, and controls shall comply with:

CABO/ANSI A117.1, "Accessible and Usable Buildings and Facilities."

ANSI/ASME A17.1, "Safety Code for Elevators and Escalators."

NFPA Compliance: Provide fire alarm and detection systems conforming to the requirements of the following publications:

NFPA 70, "National Electrical Code."

NFPA 72, "National Fire Alarm Code."

UL Listing and Labeling: Provide system and components specified in this Section that are listed and labeled by UL.

Single-Source Responsibility: Obtain fire alarm components from a single source who assumes responsibility for compatibility of system components furnished.

WARRANTY SERVICE

Warranty Service: Provide maintenance of fire alarm systems and equipment for a period of 12 months commencing with Substantial Completion, using factory-authorized service representatives.

Basic Services: Systematic, routine maintenance visits on a monthly basis at times coordinated with the Owner. In addition, respond to service calls within 24 hours of notification of system trouble. Adjust and replace defective parts and components with original manufacturer's replacement parts, components, and supplies.

SPARE PARTS

Indoor-Type Visual-Only Alarm Units: Furnish three devices of each rating provided for this project.

Indoor-Type Combination Audible/Visual Alarm Units: Furnish three devices of each rating provided for this project.

Weatherproof-Type Combination Audible/Visual Alarm Units: Furnish three devices of each rating provided for this project.

Spot Type Smoke Detectors: Furnish ten.

Spot Type Heat Detectors - 135 Degree Type: Furnish ten.

Standard Detector Bases: Furnish ten.

PART 2 - PRODUCTS

MANUFACTURERS

General: Provide fire alarm systems by one of the following:

1. Fire Control Instruments (FCI).
2. Notifier.
3. Simplex Time Recorder Company.

BACKBOXES FOR FIRE ALARM SYSTEM DEVICES

Flush Type Backboxes for use in Indoor “Dry” Spaces:

Outlet and Device Backboxes: Conform to UL 514A, "Metallic Outlet Boxes, Electrical," and UL 514B, "Fittings for Conduit and Outlet Boxes." Boxes shall be of type, shape, size, and depth to suit each location and application. Provide “old-work” type boxes where required for proper mounting in existing walls and ceilings.

Surface Type Backboxes for use in Indoor “Dry” Spaces:

Surface Raceway Backboxes for Fire Alarm System Devices: Metallic boxes made by surface raceway manufacturer with knockouts and accessories suitable for each location. Boxes shall have an ivory finish to match surface raceway.

Surface raceway boxes for square devices requiring the mounting screw pattern of a 4" square backbox shall be Wiremold Type V5752 or V5753 boxes (or prior approved equal) except as required below for custom surface device boxes.

Surface raceway boxes for round devices (detectors) shall be Wiremold Type V5737 or V5739 boxes (or prior approved equal).

Custom Surface Device Backboxes for Fire Alarm System Devices: Fire detection and alarm devices that do not properly mate with surface raceway boxes (e.g., manual pull stations) shall be mounted on custom made surface type backboxes specifically manufactured for the installed device. Device faceplates shall mate flush with outer edges of boxes. Custom boxes shall have not more than two stamped knockouts per box and shall be painted to match surface raceway or the installed device. Where applicable, proper surface raceway fittings shall be provided to interface conduit knockouts in custom boxes with surface raceway. Fittings shall be ivory in color to match surface raceway.

Surface Type Backboxes for use in Indoor “Damp and Wet” Spaces (Includes the Basement Level and the Natatorium):

Weatherproof type backboxes shall be provided for all devices. Weatherproof type junction boxes shall be provided for all raceway junctions. Provide cast-metal boxes with threaded conduit hubs and neoprene gaskets (Crouse-Hinds, Appleton, or equal). Provide weatherproof boxes that are manufactured by the fire alarm device manufacturer where available. Provide plugs in all unused conduit hubs.

MANUAL PULL STATIONS

Indoor Types for Use in "Dry" Conditioned Spaces: Single-action type, fabricated of metal or plastic, and finished in red with molded raised letter operating instructions of contrasting color. Stations requiring the breaking of a glass panel shall not be provided. Stations that require the breaking of a concealed glass rod shall not be provided. **Provide custom surface backbox and mounting trims for surface mount installations. See requirements for custom surface device boxes above.**

Addressability: Provide manual pull stations with a communication transmitter and receiver having a unique identification and status reporting capability to the FVCC. The communication transmitter and receiver (AIU) shall be either integral to the station or remote mounted from the station.

Reset: Key-operated reset station switch, double pole, double throw, and rated for the voltage and current at which they operate. Provide stations with screw terminals for connections.

Cover: Provide an STI #6535 Mini Stopper II (Safety Technology InterNational, phone number 1-800-888-4784) cover/housing and an STI #6581 backplate for **all** manual pull stations. **Sign/Message on front of housing shall read, "IN CASE OF FIRE - LIFT COVER AND PULL FIRE ALARM"**. Provide additional STI #6531 spacers and #6501 gaskets as required to accommodate pull station and backbox depth.

Weatherproof Types for Use on the Basement Level and in the Natatorium: Single-action type, **NEMA 4X rated**, fabricated of **cast metal**, and finished in red with molded raised letter operating instructions of contrasting color. **Stations shall include a custom weatherproof cast metal backbox and associated gasket.** Stations requiring the breaking of a glass panel shall not be provided. Stations that require the breaking of a concealed glass rod may be provided.

Addressability: Provide manual pull stations with a communication transmitter and receiver having a unique identification and status reporting capability to the FVCC. The communication transmitter and receiver (AIU) shall be either integral to the station or remote mounted from the station, **and shall be of the epoxy-encapsulated type.**

Reset: Key-operated reset station switch, double pole, double throw, and rated for the voltage and current at which they operate. Provide stations with screw terminals for connections.

Cover: Provide an STI #6535 Mini Weather Stopper II (Safety Technology InterNational, phone number 1-800-888-4784) weatherproof cover/housing and an STI #6581 backplate for all weatherproof manual pull stations. **Sign/Message on front of housing shall read, "IN CASE OF FIRE - LIFT COVER AND PULL FIRE ALARM"**. Provide additional STI #6531 spacers and #6501 gaskets as required to accommodate pull station and backbox depth.

Provide an STI #3150 Weather Stopper II weatherproof cover/housing and an STI backplate as required to accommodate pull stations too large for the Mini Weather Stopper II cover. Additional spacers and gaskets shall be provided as required to accommodate pull station and backbox depth.

SMOKE DETECTORS

General: Comply with UL 268, "Smoke Detectors for Fire Protective Signalling Systems." Detectors shall be analog type and shall be provided with the following features:

Factory Nameplate: With serial number and type identification.

Operating Voltage: 24-V d.c., nominal.

Self-Restoring: Provide detectors that do not require resetting or readjustment after actuation to restore them to normal operation.

Plug-in Arrangement: Detector and associated encapsulated electronic components mounted in a module that connects to a fixed base with a twist-locking plug connection. The plug connection shall require no springs for secure mounting and contact maintenance. Provide terminals in the fixed base for building wiring.

Visible Indicator: LED type connected to indicate detector has operated.

Analog Function: Transmit signals to indicate when a detector is dirty and requires cleaning or when it has drifted outside of its listed sensitivity range.

Addressability: Provide detectors with a communication transmitter and receiver having a unique identification and status reporting capability to the FVCC.

Spot-Type Smoke Detectors: Include the following features and characteristics:

Sensor: Photoelectric type with infrared detector light source and matching silicon cell receiver.

Detector Sensitivity: Adjustable between 0.6 and 3.7 percent per foot smoke obscuration when tested in accordance with UL 268. **Programmed/Installed setpoint for each detector shall be 3.7% per foot.**

Remote Controllability: Provide detectors individually monitorable at the FVCC for calibration, sensitivity, and alarm condition, and that have the capability of having their sensitivity individually adjusted from the FVCC.

Duct-Type Smoke Detector: Include the following features and characteristics:

Smoke detector complete with sampling tube of design and dimensions as recommended by the manufacturer for the specific duct size and installation conditions where applied. Complete with housing and programmable relay as required for fan shutdown. Housings shall be of types that are surface mounted to the exterior of ducts to allow immediate access to smoke detector; housings manufactured to be installed within ducts shall not be provided.

Sensor: Photoelectric type with infrared detector light source and matching silicon cell receiver.

Detector Sensitivity: Adjustable between 0.6 and 3.7 percent per foot smoke obscuration when tested in accordance with UL 268. **Programmed/Installed setpoint for each detector shall be 3.7% per foot.**

Remote Controllability: Provide detectors individually monitorable at the FVCC for calibration, sensitivity, and alarm condition, and have capability of individually adjusting sensitivity from the FVCC. Detector units shall also shutdown air handling units and close existing smoke dampers (where applicable) via manual operation of control switch at the FVCC.

Programmable Relay: Each detector shall be provided with an integral programmable control relay that shall be rated to properly interface with the HVAC control system for shutdown functions. **Provide an isolation relay of proper ratings if the detector relay ratings do not meet HVAC system control voltage and amperage requirements.**

COMBINATION REMOTE INDICATING LIGHT AND TEST STATIONS

General: Provide stations including a location-indicating, system-voltage light and a keyed test switch for remote status and testing of smoke detectors. Station components shall be attached to a wallplate for mounting on a single-gang wall or ceiling box, as applicable. Provide two keys to the Owner for each unit provided.

Weatherproof Units: Provide a weatherproof cast metal backbox with gasket for units installed **on the Basement Level of the building**. Provide an STI #6535 Mini Weather Stopper II (Safety Technology InterNational, phone number 1-800-888-4784) weatherproof cover/housing and an STI #6581 backplate to cover unit. **Sign/Message on front of housing shall read, "DUCT DETECTOR TEST STATION"**. Provide additional STI #6531 spacers and #6501 gaskets as required to accommodate test station and backbox depth.

SPOT TYPE HEAT DETECTORS

General: Comply with UL 521. Provide the following features:

Factory Nameplate: With serial number and type identification.

Visual Indicator: To indicate detector has operated.

Spot Type Heat Detectors - 135 Degree Type: Fixed-Temperature only.

Fixed Temperature Setting: Adjustable between 117 and 135 degrees Fahrenheit. Programmed/Installed setpoint for each detector shall be 135 degrees.

Self-Restoring: Provide detectors that do not require resetting or readjustment after actuation to restore them to normal operation.

Plug-in Arrangement: Detector and associated encapsulated electronic components mounted in a module that connects to a fixed base with a twist-locking plug connection. The plug connection shall require no springs for secure mounting and contact maintenance. Provide terminals in the fixed base for building wiring.

Addressability: Provide detectors with a communication transmitter and receiver having a unique identification and status reporting capability to the FVCC.

Remote Controllability: Provide detectors individually monitorable at the FVCC for calibration, sensitivity, and alarm condition, and have capability of individually adjusting sensitivity from the FVCC.

ADDRESSABLE INTERFACE UNITS (AIU's)

General: Addressable interface units designed to provide either the monitoring of system components not equipped for multiplex communication and/or the actuation of dry contacts based on the operation of other detection components in the fire detection system, as applicable. Provide units with a communication transmitter and receiver having a unique identification and status-reporting capability to the FVCC.

Provide a NEMA 1 box with cover for each unit.

ISOLATION CONTROL RELAYS

General: Electrical relay units designed to provide isolation of operating power from switched power for other control systems. Provide units with contact ratings as required for connected loads. Operating voltage shall be 24-V d.c., nominal. Output contacts shall be Form C relay type. Provide a NEMA 1 metal backbox with cover for each relay.

ALARM NOTIFICATION APPLIANCES

General: Equip alarm notification devices for mounting as indicated. Provide terminal blocks for incoming and outgoing system connections.

Visible-Only Alarm Units:

Strobe lights utilizing high-intensity, clear, optic lens and xenon flash tube. Provide luminaires having their lenses mounted on an aluminum faceplate. Provide the word "FIRE" engraved in minimum 1-inch-high letters displayed on the unit. Orient lettering in accordance with mounting of unit (e.g., lettering for ceiling mounted units shall be horizontal across the lens, lettering for wall mounted units shall be vertical down the lens). Strobe leads shall be factory connected to screw terminals. Provide units with lamps having intensities as indicated on the contract drawings (minimum). Where a strobe unit manufacturer does not produce units with strobe intensities that match those indicated on the contract drawings, units with the next higher intensity above the intensity specified shall be provided. **Intensity requirements indicated for each unit shall be met regardless of the viewing angle to the device (e.g., dual rated 15/75 candela strobes shall only be used for 15 candela applications).**

Synchronized Flash: Units (and their associated notification appliance circuits) shall be arranged to provide a synchronized flash sequence for all visible alarm units throughout the building.

Audible-Only Alarm Units: Comply with UL 1480, "Speakers for Fire Protective Signaling."

Speakers: Compression-driver type having a frequency response of 400 to 4,000 Hz for fire alarm horn tone and 125 Hz to 12,000 Hz for voice messages. Speakers shall be equipped with an alnico V magnet and a multiple tap, varnish impregnated, sealed matching transformer. **Speakers shall be connected for 2 watt tap setting.** Minimum output at 2 watt setting shall be 90 dB per UL 1480. Speakers shall be voltage-matched to the signal control panel amplifier output voltage.

Combination Audible/Visible Alarm Units: Provide factory-combined audible and visible alarm units in a single mounting unit where indicated.

Weatherproof Units: Provide weatherproof housing, components, and hardware and a cast metal backbox with gasket for units indicated to be weatherproof.

FIRE AND VOICE COMMAND CENTER (FVCC)

General: Comply with UL 864, "Control Units for Fire Protective Signaling Systems."

Cabinets: Provide three, exactly matching, **red colored**, lockable steel enclosures. The three cabinets shall have trims for surface mounting as indicated on the contract drawings. Arrange panels so all operations required for testing or for normal care and maintenance of the system are performed from the front of the enclosure. Provide cabinets large enough to accommodate all components and to allow ample gutter space for interconnection of panels as well as field wiring. Identify each enclosure and each component by an engraved red laminated phenolic resin nameplate. Lettering on the enclosure nameplate shall not be less than 1 inch high. Identify individual components and modules within the cabinets by engraved laminated phenolic resin nameplates.

Systems: Provide for separate and independent alarm and supervisory systems in the FVCC. The signaling line circuit loop boards in the FVCC shall consist of plug-in cards. Construction requiring removal of field wiring for module removal shall not be provided.

Control Modules: Types and capacities to perform all functions of the fire alarm system. Provide local, visible, and audible signals to notify of any alarm, supervisory, and trouble condition. Provide each type of audible alarm with a distinctly different sound.

Microphone: Include paging microphone integral to FVCC cabinet.

Zones: Make provision in the FVCC for all detection, communications, and supervisory zones required to provide the functions described herein and indicated on the contract drawings.

Notification Appliance Circuits: Separate notification appliance zones and associated circuits shall be provided for audible and visible notification appliances. **They shall be arranged such that audible notification appliances can be silenced during a general alarm while the visible notification appliances remain flashing.** Make provision in the FVCC for all notification appliance zones and circuits (audible and visible) required to provide the functions described herein and indicated on the contract drawings.

Synchronized Flash: Visible notification appliance circuits (and their associated visible alarm notification appliances) shall be arranged to provide

a synchronized flash sequence for all visible alarm notification appliances throughout the building.

Voice Alarm: Provide a digital-voice, integrated, UL listed, life safety, and emergency communication system, complying with the requirements of NFPA 72. The FVCC shall include central voice alarm system components complete with all necessary microphones, pre-amplifiers, amplifiers, and tone generators. Features shall include:

Amplifiers: Comply with UL 1711, "Amplifiers for Fire Protective Signaling Systems." **Provide amplifier wattage capacity to accommodate all audible notification appliances where each appliance is tapped at 2 watts.**

Alarm Channels: **Two channels** to permit simultaneous transmission of different voice evacuation announcements to specific zones or floors as well as emergency public address announcements to specific areas via the central control microphone and remote microphone. All announcements shall be made over dedicated, supervised communication lines. **A unique alarm announcement shall be provided for elevators – this will be used when elevator controllers are upgraded/replaced under a future contract.**

Voice Alarm Messages:

General Message: May I have your attention please.

May I have your attention please.

A fire has been reported in the building.

A fire has been reported in the building.

Please proceed to the nearest exit and leave the building.

Do not use the elevator, but proceed to the nearest exit and leave the building.

Elevator Message: May I have your attention please.

May I have your attention please.

There has been a fire reported in the building.

When the elevator stops, please proceed to the nearest exit and leave the building.

Mass Notification Messages: Provide an audio input to the FVCC such that Mass Notification messages can be broadcast over the voice alarm system speakers. Coordinate signal input and connectivity requirements with Todd Griffin (USC Fire Marshal).

Status Annunciator: Indicating the status of the various voice alarm speaker zones.

Switches: Provide programmable switches within the FVCC to perform paging to specific areas/levels of the building. Paging shall not initiate a supervisory or trouble condition at the FVCC or remote annunciator panels.

TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS)

General: Provide transient voltage surge suppression devices to protect the primary power branch circuits to the FVCC and to each transponder panel. Devices shall be specifically designed and UL listed to protect the type of circuit connected thereto. Fuses are not acceptable and shall not be provided.

FVCC EMERGENCY POWER SUPPLY

General: Provide an emergency power supply for the FVCC. Components shall include batteries, charger, an automatic transfer switch, and a mounting enclosure. The emergency power system may be provided integral with the FVCC cabinets in lieu of providing a separate enclosure.

Battery: Sealed lead-acid type. Provide sufficient capacity to operate the complete alarm system in normal or supervisory (nonalarm) mode for a period of **24 hours**. Following this period of operation on battery power, the batteries shall have sufficient capacity to operate all components of the system, including all alarm indicating devices in alarm or supervisory mode for a period of **5 minutes**.

Automatic Transfer Switch: Transfer the load to the battery without loss of signals or status indications in the event of the failure of primary power.

Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Provide for 150 percent of the connected system load while maintaining the batteries at full charge. In the event batteries are fully discharged, the charger shall recharge them fully within twelve hours. Charger output shall be supervised as part of system power supply supervision. **Charger unit shall include the following features: Ammeter, Voltmeter, "Charger On" LED indicator, "Charger Trouble" LED indicator, and a "High Charge Rate" LED indicator.**

Battery Enclosure (if required): Vented steel enclosure primed and finished in red paint.

DIGITAL ALARM COMMUNICATOR TRANSMITTER (DACT)

Provide a digital alarm communicator transmitter that is UL listed for commercial fire reporting in accordance with NFPA 72. Unit shall include a two-line Digital Alarm Communication Transmitter (DACT) for communicating with a remote supervising station. **The DACT shall be provided integral with the FVCC; a separate panel shall not be provided.** The DACT shall be capable of transmitting all data as specified herein.

Communicator Program: The system shall have a dual telephone line transmission feature. The first line shall be capable of dialing 2 telephone numbers, of 15 digits each using the switched telephone network such that if 2 unsuccessful attempts are made to the first number the system shall automatically switch to the second number and make 2 attempts. If these 2 attempts are unsuccessful the system shall switch between numbers after 2 attempts each, until a successful connection is made or a maximum of 10 tries are attempted. Once 10 unsuccessful attempts are made the system shall stop dialing. Should another event occur which requires a message to be transmitted the dialing process shall be repeated. This line shall be supervised. If the first line is tampered-with or cut-off, the second line shall transmit an alarm to the central station.

Automatic Recall Time: The system shall transmit an Automatic Recall Message using the digital alarm communicating transmitter to test communications, each 24 hours.

Communication Failure Alarm: Should the digital alarm communicating transmitter fail to communicate with the central monitoring station receiver on 3 successive attempts, a trouble condition shall be activated in the FVCC.

Communication Reporting Format: The communicator shall be capable of communicating to USC's remote supervising station using the **Silent Knight 4+2 Extended** format and the **Contact ID** format. Programmed/Installed format for this installation shall be **Contact ID**.

Emergency Power Supply: Emergency power for the DACT unit shall be provided from the FVCC emergency power supply system specified above.

Remote Supervising Station Coordination: Provide system programming and coordination with USC's remote supervising station as required to establish proper communications and communicate alarm signals.

RJ-31X TELEPHONE JACKS

General: Provide two RJ-31X telephone jacks for connection of DACT unit to telephone lines. Jacks shall be ADI part #MO-RJ31X or equal.

REMOTE TRANSPONDER PANELS

General: Comply with UL 864, "Control Units for Fire Protective Signaling Systems."

Cabinets: Provide hinged cabinets with flush mount trim. Hinged doors shall have a key lock that is identical to the existing FVCC cabinet lock, and keyed the same. Identify each enclosure and each component by an engraved red laminated phenolic resin nameplate. Lettering on the enclosure nameplate shall not be less than 1 inch high. Identify individual components and modules within the cabinets by engraved laminated phenolic resin nameplates.

Systems: Provide for separate and independent alarm and supervisory systems that communicates with and reports to the FVCC. The signaling line circuit loop boards in the transponder panels shall consist of plug-in cards. Construction requiring removal of field wiring for module removal shall not be provided.

Control Modules: Types and capacities to perform all functions of the fire alarm system. Provide local, visible, and audible signals to notify of any alarm, supervisory, and trouble condition. Provide each type of audible alarm with a distinctly different sound.

Zones: Make provision in each transponder panel for all detection, communications, and supervisory zones to accommodate all detection and alarm notification devices.

Notification Appliance Circuits: Separate notification appliance zones and associated circuits shall be provided for audible and visible notification appliances. They shall be arranged such that audible notification appliances can be silenced during a general alarm while the visible notification appliances remain flashing. Make provision in transponder panels for all notification appliance zones and circuits (audible and visible) required to provide the functions described herein and indicated on the contract drawings.

Synchronized Flash: Visible notification appliance circuits (and their associated visible alarm notification appliances) shall be arranged to provide a synchronized flash sequence for all visible alarm notification appliances throughout the facility.

Voice Alarm: Provide a digital-voice, integrated, UL listed, life safety, and emergency communication system, complying with the requirements of NFPA 72. Each transponder panel shall include central voice alarm system components complete with all necessary pre-amplifiers, amplifiers, and tone generators. Features shall include:

Amplifiers: Comply with UL 1711, "Amplifiers for Fire Protective Signaling Systems." **Provide amplifier wattage capacity to accommodate all audible notification appliances connected thereto where each appliance is tapped at 2 watts.**

Alarm Channels and Messages: Provisions for alarm channels and Mass Notification messages shall be as described above for the FVCC.

Power Supply: Provide an emergency power supply for each transponder panel. Components shall include batteries, charger, and an automatic transfer switch. The emergency power system shall be provided integral with the transponder panel cabinet.

Battery: Sealed lead-acid type. Provide sufficient capacity to operate the transponder alarm system in normal or supervisory (nonalarm) mode for a period of **24 hours**. Following this period of operation on battery power, the batteries shall have sufficient capacity to operate all components of the panel, including all alarm indicating devices in alarm or supervisory mode for a period of **5 minutes**.

Automatic Transfer Switch: Transfer the load to the battery without loss of signals or status indications in the event of the failure of primary power.

Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Provide for 150 percent of the connected system load while maintaining the batteries at full charge. In the event batteries are fully discharged, the charger shall recharge them fully within twelve hours. Charger output shall be supervised as part of system power supply supervision.

SYSTEM INSTRUCTIONS

Instructions: Provide typeset, printed, or typewritten instruction cards mounted behind lexan plastic or glass covers in a stainless steel or aluminum frame. Frame shall be painted high-gloss beige. Describe steps to be taken by an operator when a signal is received as well as the functional operation of the system under all conditions: normal, alarm, and trouble. **Provide one framed set of instructions adjacent to the FVCC.** Obtain approval for instructions before mounting.

TAGS

Tags For Identifying Tested Components: Comply with NFPA 72.

PART 3 - EXECUTION

INSTALLATION, GENERAL

Install system in accordance with Codes and Standards referenced in Parts 1 and 2 of this Section.

EQUIPMENT INSTALLATION

Existing Fire Alarm Equipment: Maintain fully operational until the new equipment has been tested and accepted. As new equipment is installed, labeled it "NOT IN SERVICE" until the new equipment is accepted. Remove tags from new equipment when put into service and tag existing fire alarm equipment "NOT IN SERVICE" until removed from the building.

Equipment Removal: After acceptance of the new fire alarm system, remove existing, disconnected fire alarm equipment **and restore damaged surfaces where raceways and anchors are removed**. Remove from the site and legally disposed of all existing materials, **except that existing detection devices, notification appliances, and fire alarm control panels shall be turned over to the USC Fire Marshal (Todd Griffin)**.

Unless noted otherwise, provide blank, stainless steel wallplates over recessed boxes that are exposed by removal of devices. Provide custom size wallplates where required to completely cover odd size openings.

Backboxes for Fire Alarm System Devices: Install recessed boxes adjacent to existing structural members where possible and fasten boxes to structural members for added support. Provide screw-type "old work" box clips where applicable for recessed boxes. Fasten surface mounted boxes to structural members where possible. Use electronic stud-finder tools to aid in locating concealed structural members.

Manual Pull Stations: Mount as indicated on the contract drawings.

STI Covers for Pull Stations: Install covers in accordance with the manufacturer's written instructions. Provide additional gaskets and conduit spacers where required for a proper installation.

Spot Type Smoke Detectors: Install detectors indicated to be ceiling mounted not less than 4 inches from a side wall to the near edge. Detectors shall be semi-flush mounted on recessed backboxes unless noted or detailed otherwise. Backboxes shall be supported independent of acoustical drop ceilings – **provide ceiling brackets to support boxes from grid**. On smooth ceilings, install detectors not over 30 feet apart in any direction. Install detectors located on the wall at least 4 inches but not more than 12 inches below the ceiling. Install detectors no closer than 3 feet from air registers unless prior approved by the Architect/Engineer.

Duct Smoke Detectors: Mount units in duct work as recommended by the manufacturer and in accordance with NFPA 72, the International Mechanical Code, and NFPA 90A. Provide all electrical power and control circuits as required to shutdown air handlers, close existing smoke dampers (where applicable), and any associated duct heaters.

Combination Remote Indicating Light and Test Stations:

Wall Mounted: Mount stations in a single-gang, surface raceway type wall box at 48 inches above finished floor. **Provide a cast metal backbox with gasket and weatherproof STI cover for stations located on the Basement Level of the building.**

Spot Type Heat Detectors: Install detectors indicated to be ceiling mounted not less than 4 inches from a side wall to the near edge. Detectors located on structural ceilings shall be surface mounted on the bottom side of existing beams and joists, where applicable. Detectors located on acoustical or gypsum drop ceilings shall be semi-flush mounted on recessed backboxes unless noted or detailed otherwise. Backboxes shall be supported independent of acoustical drop ceilings – provide ceiling brackets to support boxes from grid. Install detectors located on the wall at least 4 inches but not more than 12 inches below the ceiling. Install detectors no closer than 3 feet from air registers unless prior approved by the Architect/Engineer.

Addressable Interface Units: Install units in a NEMA 1 enclosure.

Isolation Control Relays: Install units in a NEMA 1 enclosure.

Alarm Notification Appliances: Mount as indicated on the contract drawings. Provide supervised wiring of appliances. **Tap speakers at 2-watt setting.**

Fire and Voice Command Center Panels: Mount with tops of cabinets not more than 6 feet above the finished floor. Provide surface mounted units as indicated on the contract drawings.

Transient Voltage Surge Suppression Device: Install device either integral with the FVCC and transponder cabinets or adjacent to the FVCC and transponder cabinets in a NEMA 1 enclosure.

FVCC Battery Enclosure: Wall or floor mount on unistrut framing members. Securely fasten enclosure to wall or floor to avoid accidental spillage. Coordinate mounting location of remote battery enclosure (if required) with Owner prior to installation.

Digital Alarm Communicator Transmitter: Provide telephone line connections from the existing telephone backboard to the DACT. Coordinate telephone line requirements with the Owner to ensure that proper telephone lines are used in accordance with NFPA 72 and the DACT manufacturer's requirements. Provide system programming and

coordination with USC's remote supervising station as required to establish proper communications and communicate alarm signals.

RJ-31X Telephone Jacks: Mount jacks in one of the FVCC auxiliary cabinets. Provide one 4-pair, #24 AWG, Category 6 communications cable from the existing telephone backboard to each jack in EMT raceway.

Transponder Panels: Surface mount panels on existing walls with tops of panels at 60" above finished floor.

System Instructions: Securely fasten framed system instructions to walls at 60" above finished floor.

WIRING AND RACEWAY INSTALLATION

General: Provide raceway and wiring to all equipment and devices indicated on the contract drawings. The contract drawings indicate partial raceway and wiring requirements to help clarify design intent. Where raceway and wiring is not indicated on the drawings for devices or equipment, the arrangement, grouping, and routing of raceway and wiring shall be provided in accordance with the National Electrical Code and in accordance with methods outlined in the contract specifications and drawings.

Wiring: Provide wiring in accordance with Division 26 specification section "Basic Electrical Materials and Methods."

Raceways: Install all wiring in metal raceway in accordance with Division 26 specification section "Basic Electrical Materials and Methods."

Wiring Within Enclosures: Install conductors parallel with or at right angles to the sides and back of the enclosure. Bundle, lace, and train the conductors to terminal points with no excess. **Connect conductors (and cable shields) associated with the fire alarm system that are terminated, spliced, or interrupted to terminal blocks. Mark each terminal in accordance with the wiring diagrams of the system. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.**

Cable Taps and Splices: Cable taps and splices shall be kept to a minimum and shall only be allowed in addressable signaling line circuits; cable taps and splices shall not be provided in notification appliance circuits (most alarm notification appliances have both incoming and outgoing connection terminals – with proper planning there should be no need to splice a notification appliance circuit). Provide numbered terminal strips in junction boxes, pull boxes, outlet boxes, cabinets, and equipment enclosures where any tap or splice is made. **Solder and/or wire nuts shall not be used.**

Color Coding: Color code all fire alarm conductors differently from the normal building power wiring. Provide one color code for audible notification appliance circuits and a different color code for visible notification appliance circuits. Provide a different color code for signaling line circuits. **Paint all fire alarm system junction boxes and covers red.**

GROUNDING

Ground equipment and conductor and cable shields. For audio circuits, minimize to the greatest extent possible ground loops, common mode returns, noise pickup, cross talk, and other impairments.

FIELD QUALITY CONTROL

Manufacturer's Field Services: Provide services of a factory-authorized service representative to supervise the field assembly and connection of components and the pretesting, testing, and adjustment of the system.

Pretesting: Upon completing installation of the system, align, adjust, and balance the system and perform complete pretesting. Determine, through pretesting, the conformance of the system to the requirements of the Drawings and Specifications. Correct deficiencies observed in pretesting. Replace malfunctioning or damaged items with new and retest until satisfactory performance and conditions are achieved. **Prepare forms for systematic recording of acceptance test results.**

Report of Pretesting: After pretesting is complete, provide a letter certifying the installation is complete and fully operable. The letter shall include the names and titles of the witnesses to the preliminary tests.

Final Test Notice: Provide 10 days' minimum notice in writing when the system is ready for final acceptance testing.

Minimum System Tests: Test the system in accordance with the procedures outlined in NFPA 72. Minimum required tests are as follows:

Verify the absence of unwanted voltages between circuit conductors and ground.

Verify the control unit is in the normal condition as detailed in the manufacturer's operating and maintenance manual.

Test initiating and indicating circuits for proper signal transmission under open circuit conditions. One connection each should be opened at not less than 10

percent of the initiating and indicating devices. Proper signal transmission in accordance with class of wiring used shall be observed.

Test each initiating and indicating device for alarm operating and proper response at the control unit. Test smoke detectors with actual products of combustion.

Test the system for all specified functions in accordance with the manufacturer's operating and maintenance manual. Systematically initiate specified functional performance items at each station including making all possible alarm and monitoring initiations and using all communications options. For each item, observe related performance at all devices required to be affected by the item under all system sequences. Observe indicating lights, displays, signal tones, and annunciator indications. Observe all voice audio for routing, clarity, quality, freedom from noise and distortion, and proper volume level.

Test both primary power and secondary power. Verify, by test, the secondary power system is capable of operating the system for the period and in the manner specified.

Retesting: Rectify deficiencies indicated by tests and completely retest work affected by such deficiencies at Contractor's expense. Verify by the system test that the total system meets the Specifications and complies with applicable standards.

Report of Tests and Inspections: **Provide a written record of inspections, tests, and detailed test results in the form of a test log. Submit log upon the satisfactory completion of tests.**

COMMISSIONING

Provide the services of a factory-authorized service representative to demonstrate and train Owner's maintenance personnel as specified below.

Train Owner's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventive maintaining of the system. Provide a minimum of 8 hours' training.

Schedule training with the Owner in writing at least seven days in advance.

Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound levels (via speaker tap settings), detector sensitivity setpoints, and controls to suit actual occupied conditions. **Provide three 8-hour visits to the site for this purpose.**

END OF SECTION 28 31 00