



UNIVERSITY OF
SOUTH CAROLINA

AIKEN

PENLAND HALL
RESTROOM RENOVATIONS

AIKEN, SOUTH CAROLINA



Johnson, Laschober & Associates, P.C.
Architects • Engineers • Landscape Architects

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PROJECT MANUAL

FOR

PENLAND HALL RESTROOM RENOVATIONS

OWNER

UNIVERSITY OF SOUTH CAROLINA- AIKEN

CONTACT INFORMATION:

Brian Enter, P.E.

University of South Carolina Aiken
Facilities Management
471 University Parkway, Aiken, SC 29801
Office: 803-641-2856
Fax: 803-641-3516

ARCHITECT AND ENGINEER

JOHNSON, LASCHOBER AND ASSOCIATES, P. C.
1296 BROAD STREET
AUGUSTA, GEORGIA 30901

CONTACT INFORMATION:

Darren R. Prickett, ASLA
Project Manager
Johnson, Laschober, & Associates, PC
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March 2014

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PROJECT NAME: USCA Penland Bldg Restroom Renovations

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SE-310
REQUEST FOR ADVERTISEMENT

PROJECT NAME: USCA Penland Bldg Restroom Renovations

PROJECT NUMBER: H29-9547

PROJECT LOCATION: Aiken, SC

Contractor may be subject to performance appraisal at close of project

BID SECURITY REQUIRED? Yes No

PERFORMANCE & PAYMENT BONDS REQUIRED? Yes No

CONSTRUCTION COST RANGE: \$\$250,000 -\$275,000

DESCRIPTION OF PROJECT: Renovation of men and women restrooms on the 1st floor. Work to include demo, upgrading interior finishes, and MEP work as well. Alternate 1: Second floor renovations per the drawings/specifications. See plans for further details. Small and minority business participation is encouraged.

A/E NAME: Johnson, Laschober, & Associates, P.C.

A/E CONTACT: Darren R. Prickett, ASLA

A/E ADDRESS: Street/PO Box: 1296 Broad Street

City: Augusta

State: Georgia ZIP: 30901

EMAIL: dprickett@theJLAGroup.com

TELEPHONE: (706) 724-5756

FAX: (706) 724-3955

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

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

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

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

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

It is the Contractor's responsibility to download all documents from the purchasing website: <http://purchasing.sc.edu>

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

DATE: 4/10/2014 **TIME:** 11:00 AM **PLACE:** 488 Scholar Loop, Student Activity Center, Rm 118, Aiken, SC 29841

AGENCY: University of South Carolina

NAME OF AGENCY PROCUREMENT OFFICER: Juaquana Brookins

ADDRESS: Street/PO Box: 743 Greene Street

City: Columbia

State: SC ZIP: 29208

EMAIL: jbrookin@fmc.sc.edu

TELEPHONE: (803) 777-3596

FAX: (803) 777-7334

BID CLOSING DATE: 4/24/2014 **TIME:** 1:30 PM **LOCATION:** 743 Greene St Conference Rm 53, Columbia, SC 29208

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Juaquana Brookins

University of South Carolina

743 Greene Street

Columbia, SC 29208

MAIL SERVICE:

Attn: Juaquana Brookins

University of South Carolina

743 Greene Street

Columbia, SC 29208

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

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

DATE: _____

AIA Document A701
Instructions to Bidders

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****OWNER:** University of South Carolina**PROJECT NUMBER:** H29-9547**PROJECT NAME:** USCA Penland Bldg Restroom Renovations**PROJECT LOCATION:** Aiken, 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 shall be used for both Alternates and Base Bid Work if Alternates are accepted.

2.22. Delete Section 4.1.6 and substitute the following:

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

2.23. Delete Section 4.1.7 and substitute the following:

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

2.24. Delete Section 4.2.1 and substitute the following:

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

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

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

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

2.26. Delete Section 4.2.3 and substitute the following:

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

2.27. Insert the following Section 4.2.4:

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

2.28. Delete Section 4.3.1 and substitute the following:

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

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

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

2.30. Delete Section 4.4.2 and substitute the following:

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

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

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

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

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

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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 Center

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

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

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

9.5 PROTEST OF SOLICITATION OR AWARD

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

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

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

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

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

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

9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE

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

9.7 BUILDER'S RISK INSURANCE

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

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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

Note: AIA Document A310

Contractor to Provide

BID BOND

In the form of

AIA A310

**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 USCA Penland Bldg Restroom Renovations
PROJECT NUMBER H29-9547

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): Renovation of men and women restrooms on the 1st floor. Work to include demo, upgrading interior finishes, and MEP work as well. .

_____, 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): Second floor renovations per the drawings/specifications. See plans for further details.

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

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

ALTERNATE # 2 (Brief Description): _____

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

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

ALTERNATE # 3 (Brief Description): _____

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

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

**SE-330 – LUMP SUM BID
 BID FORM**

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

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

SUBCONTRACTOR SPECIALTY By License Classification and/or Subclassification (Completed by Owner)	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME (Must be completed by Bidder) BASE BID	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER
N/A		
ALTERNATE 1		
N/A		
ALTERNATE 2		
ALTERNATE 3		

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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

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

**SE-330 – LUMP SUM BID
BID FORM**

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

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within **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: _____

AIA Document A101
Standard Form of Agreement Between Owner and Contractor

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN
OWNER AND CONTRACTOR

OWNER: University of South Carolina

PROJECT NUMBER: H29-9547

PROJECT NAME: USCA Penland Bldg Restroom Renovations

1. STANDARD MODIFICATIONS TO AIA A101-2007

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

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

2. MODIFICATIONS TO A101

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Tom Opal, PE
Title: Assistant Director of Facilities-Design & Construction
Address: 743 Greene Street, 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: Troy Green
Title: Project Manager
Address: 743 Greene Street, Columbia, SC 29208
Telephone: (803) 777-8256 **FAX:** (803) 777-0484
Email: green@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: TBD
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: TBD
Title: _____
Address: _____
Telephone: _____ **FAX:** _____
Email: _____

2.14. *Add the following Section 8.6.1:*

8.6.1 The Architect's representative:

Name: Darren R. Prickett, ASLA
Title: _____
Address: 1296 Broad St, Augusta, GA 30901
Telephone: 706-724-5756 **FAX:** 706-724-3955
Email: dprickett@theJLAgroup.com

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

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

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

END OF DOCUMENT

AIA Document A201
General Conditions of the Contract for Construction

Original AIA Document on file at:
Office of Facilities, Planning, and Construction
743 Greene Street
Columbia, SC 29208

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

OWNER: University of South Carolina

PROJECT NUMBER: H29-9547

PROJECT NAME: USCA Penland Bldg Restroom Renovations

1 GENERAL CONDITIONS

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

2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

3 MODIFICATIONS TO A201-2007

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

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

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

3.3 *Add the following Section 1.1.9:*

1.1.9 NOTICE TO PROCEED

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

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

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

3.5 *Delete Section 1.5.1 and substitute the following:*

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

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3.6 *Delete Section 2.1.1 and substitute the following:*

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

3.7 *Delete Section 2.1.2 and substitute the following:*

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

3.8 *Delete Section 2.2.3 and substitute the following:*

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

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

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

3.10 *Delete Section 2.2.5 and substitute the following:*

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

3.11 *Add the following Sections 2.2.6 and 2.2.7:*

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

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

3.12 *Delete Section 2.4 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

3.22 *Delete Section 3.9.2 and substitute the following:*

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

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

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

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

3.24 *Delete Section 3.10.3 and substitute the following:*

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

3.25 *Add the following Section 3.10.4:*

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

3.26 *Add the following Section 3.12.5.1:*

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

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

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

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

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3.29 Add the following Sections 3.13.2 and 3.13.3:

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

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

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

including loss of use resulting therefrom,

3.31 *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

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

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

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

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

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

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

3.45 *Delete the last sentence of Section 5.4.1.*

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

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

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

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

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

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

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

3.49 *Delete Section 7.2.1 and substitute the following:*

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

- .1 The change in the Work;

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

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

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

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

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

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

3.51 *Delete 7.3.3 and substitute the following:*

7.3.3 PRICE ADJUSTMENTS

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

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

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

3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

3.53 *Delete Section 7.3.8 and substitute the following:*

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

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

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

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

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

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

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

§ 7.6.3 Records Retention.

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

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3.55 Delete Section 8.2.2 and substitute the following:

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

3.56 Delete Section 8.3.1 and substitute the following:

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

3.57 Insert the following at the end of Section 9.1:

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

3.58 Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

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

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

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

3.59 Delete Section 9.3.1 and substitute the following:

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

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

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

Insert the following at the end of Section 9.3.2:

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

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

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

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

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

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

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

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

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

3.64 *Delete Section 9.7 and substitute following:*

9.7 FAILURE OF PAYMENT

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

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

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

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

3.67 *Delete Section 9.8.3 and substitute the following:*

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

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

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

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

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

3.70 *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

3.73 Delete Section 9.10.5 and substitute the following:

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

3.74 Add the following Section 9.10.6:

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

3.75 Delete Section 10.3.1 and substitute the following:

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

3.76 Insert the following at the end of Section 10.3.2:

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

3.77 Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

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

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

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

3.81 *Delete 11.1.2 and substitute the following:*

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

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

- (2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
 - (a) Combined Single Limit \$1,000,000

- (3) WORKER’S COMPENSATION:
 - (a) State Statutory
 - (b) Employers Liability \$100,000 Per Acc.
 \$500,000 Disease, Policy Limit
 \$100,000 Disease, Each Employee

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

3.82 *Delete Section 11.1.3 and substitute the following:*

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

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

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

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

3.83 *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

3.87 *Delete Section 11.3.2 and substitute the following:*

11.3.2 BOILER AND MACHINERY INSURANCE

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

3.88 *Delete Section 11.3.3 and substitute the following:*

11.3.3 LOSS OF USE INSURANCE

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

3.89 *Delete Section 11.3.4 and substitute the following:*

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

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

3.91 *Delete Section 11.3.6 and substitute the following:*

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

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

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

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

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

3.94 Delete Section 11.3.9 and substitute the following:

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

3.95 Delete Section 11.3.10 and substitute the following:

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

3.96 Delete Section 11.4.1 and substitute the following:

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

3.97 Delete Section 11.4.2 and substitute the following:

11.4.2 The Performance and Labor and Material Payment Bonds shall:

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

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3.98 *Add the following Sections 11.4.3 and 11.4.4:*

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

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

3.99 *Delete Section 12.1.1 and substitute the following:*

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

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

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

unless otherwise provided in the Contract Documents.

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

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

3.103 *Delete Section 13.1 and substitute the following:*

13.1 GOVERNING LAW

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

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

13.2 SUCCESSORS AND ASSIGNS

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

3.105 *Delete Section 13.3 and substitute the following:*

13.3 WRITTEN NOTICE

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

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

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

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

Unless expressly provided otherwise,

3.107 *Add the following Section 13.4.3:*

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

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

3.5 Warranty

3.17 Royalties, Patents and Copyrights

3.18 Indemnification

7.6 Cost or Pricing Data

11.1 Contractor's Liability Insurance

11.4 Performance and Payment Bond

15.1.6 Claims for Listed Damages

15.1.7 Waiver of Claims Against the Architect

15.6 Dispute Resolution

15.4 Service of Process

3.108 *Delete Section 13.6 and substitute the following:*

13.6 INTEREST

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

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

3.110 *Add the following Sections 13.8 through 13.16:*

13.8 PROCUREMENT OF MATERIALS BY OWNER

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

13.9 INTERPRETATION OF BUILDING CODES

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

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13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.111 *Delete Section 14.1.1 and substitute the following:*

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

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

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

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

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

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

3.114 *Delete Section 14.2.1 and substitute the following:*

14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

3.117 *Add the following Section 14.2.5:*

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

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

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

3.119 *Delete Section 14.4.1 and substitute the following:*

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

3.120 *Delete Section 14.4.2 and substitute the following:*

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

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

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

3.121 *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE

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

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

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

3.124 *Delete Section 15.1.2 and substitute the following:*

15.1.2 NOTICE OF CLAIMS

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

3.125 *Delete Section 15.1.3 and substitute the following:*

15.1.3 CONTINUING CONTRACT PERFORMANCE

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

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

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

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

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

3.128 *Delete Section 15.1.6 and substitute the following:*

15.1.6 CLAIMS FOR LISTED DAMAGES

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

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

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

3.129 *Add the following Section 15.1.7:*

15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT

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

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attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived 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.

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

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

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

15.6.5 SERVICE OF PROCESS

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

3.132 Add the following Article 16:

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

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

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

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

Remarks: _____

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

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

None

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

None

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

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)*

See USC Supplemental General Conditions for Construction Projects

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 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: USCA Penland Bldg Restroom Renovations

Project Number: H29-9547

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

WE _____
as 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: USCA Penland Bldg Restroom Renovations
State Project Number: H29-9547
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Renovation of men and women restrooms on the 1st floor. Work to include demo, upgrading interior finishes, and MEP work as well. Alternate 1: Second floor renovations per the drawings/specifications. See plans for further details. Small and minority business participation is encouraged.

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

Name: Johnson, Laschober, & Associates, PC
Address: 1296 Broad Street
Augusta, GA 30901

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: Greene/Bull Street Site Improvements
Project Number: H27-Z100
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Renovation of men and women restrooms on the 1st floor. Work to include demo, upgrading interior finishes, and MEP work as well. Alternate 1: Second floor renovations per the drawings/specifications. See plans for further details. Small and minority business participation is encouraged.

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

Name: Johnson, Laschober, & Associates, PC
Address: 1296 Broad Street
Augusta, GA 30901

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.

CONSTRUCTION CHANGE ORDER

Change Order No.:	
--------------------------	--

Agency: University of South Carolina

Project Number: H29-9547

Project Name: USCA Penland Bldg Restroom Renovations

Contractor:

Contract Dated: _____ **For:** _____

This Contract is changed as follows: *(Insert description of change in space provided below)*

Adjustments in the Contract Sum:

1. Original Contract Sum: -----		
2. Change in Contract Sum by previously approved Change Orders: -----	<input type="text" value="\$0.00"/>	
3. Contract Sum prior to this Change Order: -----		<input type="text" value="\$0.00"/>
4. Amount of this Change Order: -----	<input type="text"/>	
5. New Contract Sum, including this Change Order: -----		<input type="text" value="\$0.00"/>

Adjustments in Contract Time:

1. Original Substantial Completion Date: -----		
2. Sum of previously approved increases and decreases: -----	<input type="text" value="0"/>	Days
3. Changes in Days for this Change Order: -----	<input type="text" value="0"/>	Days
4. New Substantial Completion Date: -----		

Contractor Acceptance:

BY: _____ **Date:** _____
(Signature of Representative)
Print Name: _____

Architect Recommendation for Acceptance:

BY: _____ **Date:** _____
(Signature of Representative)
Print Name: _____

Agency Acceptance and Certification

BY: _____ **Date:** _____
(Signature of Representative)
Print Name: _____

- Change is within Agency Construction Procurement Certification amount of _____
- Change is not within Agency Construction Procurement Certification amount

Office of the State Engineer Authorization for change not within Agency Construction Procurement Certification:

Signature of OSE Project Manager: _____
Date: _____

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USC AIKEN PENLAND HALL
RESTROOM RENOVATIONS

3/2014

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GENERAL REQUIREMENTS - SECTION 010200

PART ONE – GENERAL

1.1 LAYOUT AND COORDINATION

- A. The General Contractor shall verify existing conditions along with dimensions indicated on the drawings and shall immediately report inconsistencies discovered during the progress of work.

1.2 CHANGE/DAMAGE TO UTILITIES

- A. The Contractor shall be responsible for making all necessary arrangements with power, water, sewer or other utility companies or corporations for relocating or changing utilities affected by work under this contract. Any damage to existing utilities as a result of any activities by the contractor or their forces shall be immediately repaired at the Contractor's expense to same or better conditions than existed before the damage occurred.

1.3 CUTTING, DIGGING, FITTING AND PATCHING

- A. The Contractor shall patch both new and existing work, as necessary, to properly connect the various parts of the project and to prepare the work to meet, fit and connect the several parts of the work as indicated or reasonably implied by the Contract Documents. The word "cutting" as used in this subparagraph shall be taken to mean cutting, exclusive of core drilling.
- B. The Contractor shall be entirely responsible for all cutting, digging, fitting and patching required.

1.4 DOCUMENTS FURNISHED TO CONTRACTOR

- A. The following will be furnished to the General Contractor by the Owner: Three sets of Construction Drawings and Construction Specifications.
- B. Additional sets of Contract Documents may be obtained from the Owner's Representative upon payment of duplication and delivery costs.

1.5 TEMPORARY FACILITIES

- A. Related Requirements:
See related specification sections that deal with contract closeout.
- B. Job Log:

1. The Contractor shall maintain a sign-in job log in a secure location for all parties entering the site to sign.
2. The Contractor will document all deliveries of materials and services in the job log.
3. The Contractor shall submit a job log form to Owner's Representative for approval.

a. Electricity and Lighting

1. The Contractor shall provide service required for construction operations with poles, branch wiring, distribution boxes and other appurtenances located to allow service and lighting by means of construction-type power cords. The Contractor shall pay for costs of energy used.
2. The Contractor shall arrange with the local electric power company and pay fees for tapping onto existing electric power source and providing meter for temporary construction of lights and power.

a. Heat and Ventilation

1. The Contractor shall provide heat and ventilation as required to maintain specified conditions for construction operations and to protect materials, finishes and equipment from damage due to temperature and humidity.
2. The Contractor shall provide smoke-free temporary heat required for performance of work. Open fires will not be permitted.
3. The Contractor shall provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors or gases.

a. Telephone Service

1. The Contractor shall provide telephone service to the field office. Toll calls by parties other than the Contractor will be at their own expense.

a. Water

1. The Contractor shall provide service required for construction operations, extend branch piping with outlets located so that water is available by use of hoses, and pay meter charges.
2. The Contractor shall arrange with the local water company and pay fees for tapping existing water mains and providing meter for temporary construction water.
3. The Contractor shall connect to existing facilities inside the Owner's meter.
4. If the existing water supply is not sufficient the Contractor shall either tap the line inside the meter where sufficient water supply may be obtained or make arrangements with the local water company to tap the water main. If it is necessary to tap a water main, the Contractor shall pay tapping fees and meter charges.
5. When temporary piping is no longer required the Contractor shall remove it.
6. The Contractor shall provide drinking water in approved sanitary containers and disposable cups for construction worker.

a. Sanitary Facilities

1. The Contractor shall provide and maintain required facilities and enclosures for use by construction worker.

2. The Contractor shall construct facilities to be weather-tight and in compliance with applicable legal and health requirements.
3. The Contractor shall keep facilities clean and sanitary.
4. If temporary facilities are placed over manholes, the Contractor shall use flushing type fixtures.
5. The Contractor shall not allow workers to use Owner's facilities unless authorized in writing by the Owner's Representative.

a. Construction Aids

1. The Contractor shall provide and operate drainage and pumping equipment, maintain excavations and keep the site free of standing water.

a. Barriers

1. The Contractor shall provide barriers as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
2. The Contractor shall provide barricades and temporary lighting at streets and open ditches where construction work may present hazards to vehicles and persons.
3. The Contractor shall provide barriers around trees and plants designated to remain. The Contractor shall protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

a. Cleaning During Construction

1. The Contractor shall control accumulation of waste materials and rubbish and periodically dispose of all waste off site.

a. Field Offices and Sheds

1. The Contractor shall provide a weather-tight building or an office trailer with:
 - a. Lighting, electrical outlets, heating, cooling and ventilating equipment, and furniture.
 - b. Job telephone as specified above.
 - c. Space for Project meetings with table and chairs to accommodate a minimum of 12 persons.
 - d. Work table large enough to accommodate working drawings.
 - e. Files, drawings, racks, and shelves to maintain order and neatness.
2. The Contractor shall provide lighted, weather-tight storage sheds for tools, materials and equipment with adequate space for organized storage and access. The Contractor shall provide heat and ventilation for products requiring controlled conditions.
3. The Contractor shall locate these facilities to preclude interference with work and as directed.

a. Parking Facilities

1. Parking space at the site may be limited.

2. The Contractor shall make arrangements with the Owner's Representative to secure parking spaces for workers. The Contractor shall ensure that workers shall not park in spaces other than those designated.
3. If designated area is insufficient, Contractor and workers will be required to make their own arrangements for parking.

a. Removal

1. The Contractor shall remove temporary materials, equipment, services and construction prior to substantial completion.
2. The Contractor shall clean and repair damage caused by installation or use of temporary facilities. The Contractor shall remove underground installations to a depth of two feet and grade as indicated or directed by the Owner's Representative.
3. The Contractor shall restore existing facilities and roads used during construction to specified or original condition.

a. Project Identification Sign

1. The Contractor shall provide a project identification sign; the standard sign being per the drawings (If applicable...i.e. shown on the drawings).
2. This is to be supported on pressure-treated pine posts (at least 4" x 4") and adequately braced to resist wind pressure.
3. Sign should be erected from eye level (at least 4' clear at bottom of sign to grade).
4. All surfaces of the wood should be primed with latex undercoat.
5. An exact copy shall be furnished by the Owner's Representative after contract award.
6. The sign shall be approved in writing by Owner's Representative prior to construction.
7. No other signage of any kind may be installed on the project site or related areas unless prior written approval is obtained from the Owner.

a. Quality Assurance

1. Code Compliance: The Contractor shall comply with all applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.
2. Qualification of the Workmen: The Contractor shall provide at least one person who shall be present at all times during tree clearing and grubbing operations and who shall direct the trimming of roots and limbs where required. The Contractor shall provide at least one person who is qualified in the various other trades involved including demolition, protection of property and erosion control.

a. Job Conditions

1. Protection: The Contractor shall use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative at no additional cost to the Owner.

a. Temporary Barricades

1. Unless otherwise approved by the Owner's Representative, the Contractor shall use only new and solid lumber of utility grade or better to construct temporary barricades around trees and areas designated to remain undisturbed. See Drawings for locations of wood barricades.

- a. Site Inspection

1. Prior to any work of this section, the Contractor shall carefully inspect the entire site, all objects designated to be removed and all objects to be preserved. The Contractor shall locate all existing utility lines traversing the site and determine the requirements for the protection of those designated to remain.

- a. Cleanup

1. Contractor shall be responsible for removing all rubbish, refuse, soil, waste, and other products or elements resulting from the construction effort.

1.6 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Substitutions

1. Requests for substitutions shall be submitted to the Owner's Representative on the form exhibited in the General Requirements, or in a similar format which provides the same or more information. Substitute products should not be ordered and shall not be installed without prior written approval or acceptance from the Owner's Representative. Contractor assumes all risks associated with premature ordering and installation of substitute products.
2. The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless a specific restriction is placed upon an item in the specifications, Contractor may submit proposals for substitutions.
3. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted during the life of the contract.
4. Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors which were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.
5. When making requests for substitutions, Contractor assumes the following responsibilities:
 - a. To have personally investigated the proposed substituted product and determined it is equal or superior in all respects to that specified.
 - b. To provide the same warranty for substitute products that Contractor would have provided for specified product.
 - c. To provide complete cost data and waive all claims for additional costs related to substitution which subsequently becomes apparent.
 - d. To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects

6. A Substitution Form can be obtained from the Owner through a written request.

1.7 PERMITS, LICENSING, CODE COMPLIANCE

A. General

1. Building Permit: The Contractor for the project is required to submit any required drawings & specifications to the County for permitting purposes. The Contractor is also required to pay any building permit fees and have an official building permit issued by the County prior to commencement of any work. Subcontractors required by the City/County to obtain a separate permit for their work must all submit required drawings and specs and pay for the costs of their permit. These subcontractors are not allowed to commence with their work until their permit has been obtained and all fees paid in full. Evidence that this has been satisfied must be furnished to the Owner prior to start of the work.
2. South Carolina Contractor's License: The Contractor for the project is required to obtain a General Contractor or Residential-Light Commercial license as determined under the requirements of the licensing law of South Carolina to bid and/or contract with City/County. All fees associated with complying with this licensing are also a part of this requirement. Evidence that this has been satisfied must be furnished to the Owner with the bidder's information and prior to start of the work.
3. Code Compliance: All work installed on this project must follow codes for Federal, State and Local requirements. These include but are not limited to: OSHA, EPD, EPA, The International Building Code, 2006 Edition with current Amendments, The National Electrical Code, current Edition, The International Plumbing Code, 2006 Edition with current Amendments, The International Mechanical Code, 2006 Edition with current Amendments, ANSI 117.1, Americans with Disabilities Act (ADA), City/ County Ordinances and other requirements that apply to this type of project.

1.8 GENERAL ITEMS

A. Access to Project Site

1. Truck and equipment access: To avoid traffic conflict with vehicles of the Owner's employees and the general public and to avoid over-loading of adjacent streets and driveways, the Contractor shall limit the access of trucks and equipment to a route agreed to in coordination with the Owner and Architect in so far as is practical to do so. The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site. Existing paved areas adjacent to the site shall be maintained in a clean condition during the project. At the conclusion of the project, all adjacent paved areas shall be swept clean by the Contractor and inspected by the Owner's Representative for acceptance.
2. Contractor's vehicles: The Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the work of this Contract, shall be required to use only the "Access Route" described above. The Contractor shall coordinate with the Owner's approval, locations for parking of such vehicles on or adjacent to the Owner's property.

B. Schedule of Operations

1. Within ten (10) days after receipt of "Notice to Proceed," the Contractor shall submit to the Architect a proposed schedule of operations showing date he expects to start and complete the various parts or phases of the work. The Contractor shall coordinate the scheduling of his work with the Owner to provide minimum interference with Owner's operations. Access to existing buildings shall be maintained at all times, and due to the nature of work involved, the Owner may require that certain work be performed at times other than normal working hours.
2. Schedule must show (and must be updated on a monthly basis):
 - Activity
 - Start
 - Finish
 - Duration
 - Total Flow
 - Logic
 - All major work elements
 - Completed activities and progress

C. Job Superintendent

1. The Contractor shall provide a full-time, on-site superintendent for all work at the project's site. The superintendent shall have a minimum of 10 years of experience in that position. A resume and references shall be submitted to and approved by the Owner. Once approved for the project, the superintendent may not be removed from the project site without express written consent of the Owner.

D. Notification to Owner

1. In addition to the Schedule of Operations, the Contractor shall give Notice to the Owner seven (7) calendar days in advance of date he proposes to start work in any area which directly affects the normal operation in existing buildings.

END OF SECTION

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Type of the Contract.
 3. Work phases.
 4. Work under other contracts.
 5. Products ordered in advance.
 6. Owner-furnished products.
 7. Use of premises.
 8. Owner's occupancy requirements.
 9. Work restrictions.
 10. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

Project Identification: University Of South Carolina – Aiken, Penland Hall Restroom Renovations
471 University Parkway, Aiken, South Carolina

- A. Owner: University Of South Carolina – Aiken
1. Owner's Representative: University Of South Carolina- Aiken
471 University Parkway
Aiken, South Carolina
Brian Enter, P.E.
Phone: (803) 641-3254
Email: BrianEn@usca.Edu

- B. Architect/Engineer: Johnson, Laschober, & Associates, PC

- C. The Work consists of the following:

Scope of work to include interior renovations of the existing restrooms at first and second floor of the Penland Hall Building, on the University of South Carolina- Aiken campus. The work includes architectural work, interiors, mechanical, electrical and plumbing work.

1.4 TYPE OF CONTRACT

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

1.5 WORK PHASES

- A. The Work shall be conducted in one phase. The date of substantial completion will be 100 days from the date of the Notice to Proceed and final completion will be 120 days from the date of the Notice to Proceed.
- B. Before commencing Work, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in date of Owner's personnel for all Work.

1.6 PRODUCTS ORDERED IN ADVANCE

1.7 USE OF PREMISES

- A. General: The Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits. Work shall be limited to Owner's property.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to limits noted on drawings..
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public following the date of substantial completion.
 - 3. Construction Entrance: Keep entrance serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Substantially Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in substantially completed areas, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On

- occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. During daylight savings time work may extend to 7 p.m. with Owner approval.
 1. Weekend Hours: Work may occur on Saturdays with Owner approval.
 2. Hours for Utility Shutdowns: See following section.
 3. Hours for Blasting: Coordinate with Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 – PROJECT MEETINGS

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the General Contractor will conduct project meetings throughout the construction period.
- B. Contractors Responsibilities:
 - 1. Schedule and administer meetings throughout duration of work.
 - 2. Prepare agenda for meetings.
 - 3. Distribute written notice of each meeting seven (7) days in advance of meeting date.
 - 4. Make physical arrangements for meetings.
 - 5. Preside at meetings.
 - 6. Record the minutes; include all significant proceedings and decisions.
 - 7. Reproduce and distribute copies of minutes within three (3) days after each meeting.
 - 8. Provide one (1) copy of the minutes to:
 - a. All participants in the meeting, including the Owner's representative.
 - b. All parties affected by decisions made at the meeting.
- C. Participants
 - 1. Qualified representatives of Contractors, sub-contractors, and suppliers authorized to act on behalf of the parties they represent.
 - 2. Owner's representative and consultants, as deemed necessary by the Owner's representative.

1.2 RELATED WORK

- A. The Contractor's relations with his Sub-contractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of the project meetings content.

1.3 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART TWO – PRODUCTS: (None)

PART THREE – EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. The Architect and Contractor are to schedule a meeting to be held within the first week after the awarding of the contract.
- B. Suggested Agenda: Prepare written material, distribute lists, and discuss:
 - 1. Identification of major subcontractors and suppliers.
 - 2. Projected construction schedules.
 - 3. Critical work sequencing.
 - 4. Major equipment deliveries and priorities.
 - 5. Project coordination, including designation of responsible personnel.
 - 6. Procedures for, and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for payment.
- C. Adequacy of distribution of Contract Documents.
- D. Procedures for maintaining Record Documents.
- E. Use of Premises:
 - 1. Office, work and storage areas.
 - 2. Owner's requirements.
- F. Construction facilities, construction aids, and controls.
- G. Temporary utilities.
- H. Safety and first aid procedures.
- I. Security procedures.
- J. Housekeeping procedures.

3.2 PROGRESS MEETINGS

- A. Schedule regular weekly meetings and as necessary, schedule additional meetings. This will require coordination with the Owner & Owner's representative.
- B. Minimum Agenda:
 - 1. Review and approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems that impede construction schedule.
 - 5. Review of off-site fabrication, delivery schedules.
 - 6. Corrective measures and procedures required to regain projected schedule.
 - 7. Revisions to construction schedule.
 - 8. Plan progress and schedule for succeeding work period.

9. Coordination of schedules.
10. Review submittal schedules: expedite as required.
11. Maintenance of quality standards.
12. Review proposed changes for:
 - a. Effect on construction schedule and on completion date.
 - b. Effect on other contracts of the Project.
 - c. Approval of suggested changes in writing.
13. Review of submittal log which is to be updated weekly and submitted to the Owner.
14. Review of RFI log which is to be updated weekly and submitted to the Owner.
15. Review of change order log which is to be updated weekly and submitted to the Owner.
16. Review of allowance log as necessary and submitted to the Owner.
17. Other business.

END OF SECTION

SECTION 012100 - ALLOWANCES

PART ONE – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Include allowance in the Base Bid as set forth in the Schedule of Allowances specified in this Section 01210 and the General Conditions.
- C. Descriptions of allowance work are abbreviated. Refer to applicable specification sections and drawings for complete and detailed requirements of work required under each allowance item.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowance. Allowance items shall be included in the Base Bid and Contract sum amount.
- B. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be evaluated for possible change order procedures.
- C. Types of allowances include the following:
- D. \$5,000 – General Contingency Allowance for owner approved general revisions to the project.
- E. Related Sections include the following:
- F. Section “General Requirements” of the Specification for procedures for submitting and handling Change Orders.

1.3 SPECIFIC ALLOWANCE INSTRUCTIONS

- A. Include direct costs for labor, material, equipment and subcontract.
- B. 3 quotes must be obtained on any subcontract work with Owner approval prior to proceeding.
- C. Costs can not include supervisor, project manager, overhead, profit or any other non-direct cost. All of these indirect costs need to be included in the base bid.

1.4 SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
2. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products and systems selected by Architect from the designated supplier.
4. See Paragraph 1.3 of this Section for specific cost instructions.

PART TWO – EXECUTION

2.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

2.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

2.3 SCHEDULE OF ALLOWANCES.

- A. Schedule of each allowance shall be listed in the schedule of values.

END OF SECTION 012100

SECTION 013300 – SUBMITTALS

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. Definition: Submittals are drawings, diagrams, illustrations, schedules, performance charts, nomenclature charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, fabricator, or distributor and which illustrates some portion of the project.
- B. Prepare and furnish a Construction Progress Schedule in order to assure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the Contract, and to assist the Architect in appraising the reasonableness of the proposed schedule and in evaluating progress of the work.
- C. Prepare and furnish submittals required by the Contract Documents; revised and resubmitted as necessary to establish compliance with specified requirements.
- D. Prepare and furnish a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.

1.2 RELATED WORK

- A. Make all submittals called for in this Project Manual in strict accordance with the provisions of this Section.
- B. Required contents of submittals may be amplified in pertinent parts of other Sections of this Project Manual.
- C. Documents affecting work of this Section include, but are not necessarily limited to Section entitled Form of Agreement, General Conditions for the Contract and Sections in Division 1 of this Project Manual.

1.3 QUALITY ASSURANCE

- A. Construction Progress Schedule: The Contractor shall provide a construction progress schedule showing date he expects to start and complete various parts of the work of this Contract. He shall provide this document within fifteen (15) days after the Architect issues the “Notice to Proceed”.
- B. General Submittals
 1. Coordination of submittals: “Schedules submitted to the Architect shall include a critical path for the project and two (2) week look ahead time-frames. The schedule shall be in a bar chart format with sufficient detail for a project of this size. The construction schedule shall be updated monthly to delineate activities in progress, activities completed, and future activities. Schedule updates shall be submitted to the Architect monthly and posted in the construction trailer at all times.

- a. Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item being submitted.
- b. Verify that each item and the submittal for it conform in all respects with the specified requirements.
- c. By affixing his signature to each submittal, certify that this coordination has been performed.
- d. A Transmittal sheet must accompany each submittal.

1.4 SUBMITTALS

- A. General Submittals: The Contractor shall make submittals of Shop Drawings, Samples, Material Schedules, and other items in accordance with the provisions of this Section.
 1. All submittals and samples shall be accompanied by a transmittal letter, in duplicate, containing project name, Contractor's name, number of drawings, titles, and other pertinent data.
- B. Operation and Maintenance Manuals: The Contractor shall submit three (3) copies of all operation and maintenance manuals called for by pertinent Sections of this Project Manual to the Architect prior to indoctrination of the Owner's operation and maintenance personnel.
- C. Schedule of Values: Prior to the first application for payment, the Contractor shall submit a proposed schedule of values to the Architect.
 1. He shall meet with the Architect and determine additional data, if any, required, to be submitted.
 2. He shall secure the Architect's approval of the schedule of values prior to submitting the first application for payment.

PART TWO – PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and Measurements: Shop Drawings shall be made accurately to a scale sufficiently large to show all pertinent aspects of the items and its method of connection to the Work.
- B. Types of Prints Required: Submit Shop Drawings in the form of blue-line prints or photocopies. The Architect will retain one copy of each submittal. Consulting engineers will keep one copy of each submittal reviewed by their office.
- C. Review comments of the Architect will be shown in red on the prints which are returned to the Contractor.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit the number of copies which are required to be returned, plus two (2) copies which will be retained by the Architect.

1. The Contractor shall provide manufacturer's preparation, assembly, and installation instructions.

2.3 SAMPLES

- A. The Contract shall provide Sample or Samples identical to the precise article proposed to be provided.
- B. Number of Samples required:
 1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus two (2) which one will be retained by the Architect and one will be retained by the Owner.
 2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

2.5 INSTRUCTION MANUALS

- A. Where Operation and Maintenance Manuals are required to be submitted under other Sections of this project Manual, prepare in accordance with the following minimum content requirements:
 1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency data regarding the installation.
 2. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly and reassembly.
 3. Complete nomenclature of all part number of all equipment.
 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other pertinent data regarding procurement procedure.
 5. Electrostatic copy of all guarantees and warranties issued.
 6. Manufacturer's bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 7. Such other data as required in pertinent other Sections of this Project Manual.

PART THREE – EXECUTION

3.1 GENERAL SUBMITTALS

A. Identification of Submittals

1. Consecutively number all submittals. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number, but reference the rejected transmittal number.

2. Shop drawings shall be dated and contain the complete name of the project, a description or names of equipment, materials, and items; and the complete identification of location at which materials or equipment are to be installed.

B. General Execution

1. Reproduction of contract drawings for shop drawings shall NOT be permitted. Shop drawings will not be reviewed by the Owner's Representative unless checked by the supplier and approved by the Contractor.
2. The Contractor shall review, stamp with his approval, and submit to the Architect, who shall in-turn submit to the Owner, with reasonable promptness and in orderly sequence so as to cause no delay, shop drawings required by the Contract Documents and the codes names thereunder. At the time of submission, the Contractor shall inform the Architect and Owner of any deviation in the shop drawings or samples from the requirements.
3. The Contractor shall submit drawings for review including fabrication, erection, layout and setting drawings, and other drawings, required under the various sections of the Specifications until final approval is obtained. The Contractor shall submit copies of manufacturer's descriptive data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and a capacity, wiring diagrams and controls, schedules and other pertinent information as required. Shop drawings will not be reviewed unless first approved by the Contract.
4. By approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data or will do so and that he has checked and coordinated shop drawings with the requirements of the project and the Contract Documents.
5. The Owners Representative will review shop drawings with reasonable promptness so as to pose no delay. The Owner's Representative's review and/or corrections refer only to the general arrangement and conformance of the subject of the shop drawings with the design concept of the project with information given in the Contract Documents. Under no conditions should the Contractor consider the review to include the dimensions, quantities, and neither details of the items nor the approval of an assembly in which the item functions. The Owner's Representative's review of shop drawings shall not relieve the Contract of responsibility for any deviation form the requirements of the Contract Documents unless the Contractor has informed the Owner's Representative in writing of such deviation at the time of submissions and the Owners Representative has given written approval to the specific deviation; nor shall the Owner's Repetitive review relieve the Contractor from responsibility from errors or omissions from the shop drawings.
6. When the shop drawings are returned to the Contractor with the Owner's Representative's corrections, the Contractor shall make the required corrections on the shop drawings and submit one set of prints to the Owner's Representative upon request. The Contractor shall direct specific attention in writing or on the submitted drawings to revisions other than those requested by the Owner's Representative's previous submission.
7. Shop drawings for structural items such as structural steel, steel decking and reinforcing steel will be reviewed by the Owner's Representative for general compliance with the drawings and specifications.
8. Work requiring shop drawings, whether called for by the Contract Documents or requested by the Contractor, shall not be commenced until the submissions has been reviewed by the Owner's Representative. Work shall be in accordance with and performed from the reviewed drawings, and the Contractor shall make certain that proper shop drawings are at the site of the work.
9. The Contractor shall understand that submittal of the required documents does not constitute compliance with the requirements of the Contract Documents.

10. It is the Contractor's responsibility to furnish equipment, materials, and labor for the project which meets the requirements of the codes and authorities quoted as well as the Contract Documents. Proprietary items specified herein only establish a minimum functional and aesthetic standard, and it is incumbent upon the contractor to ascertain conformance of these proprietary items or any proposed substitution with the codes and authorities.
11. The Contractor shall submit to the Owner's Representative an itemized list of all required submittals and a time schedule for receipt for each item on the list to prevent delays of shop drawings for the job.
 - a. Grouping of Submittals: Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
1. Partial submittals may be rejected as not complying with the provisions of the Contract.
2. The Contractor may be held liable for delays so occasioned.
 - a. Timing of Submittals
 1. In scheduling, allow at least five (5) working days for review by the Architect following his receipt of the submittal by the Owner's Representative.
 2. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
 3. Submittals and resubmittals will be reviewed and returned within a reasonable time, which will not result in a delay in the work.
 4. Resubmittals shall follow the same procedures as initial submittals; identify all changes made since previous submittal.
 - a. Distribution
 1. The Contractor shall distribute reproductions of shop drawings, copies of product data, and samples which bear the Owner's stamp of approval, to job site file, record documents file, subcontractors, suppliers, other affected contractors, and other entities requiring information.
 - a. Architect's Review
 1. Review by the Architect does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Review may detect some errors while others are over-looked. This does not grant the Contractor permissions to proceed in error. Regardless of any information contained in the shop drawings, the requirements of the Drawings and Specifications shall be followed and are not waived or superseded in any way by the Architect's review of contract submittals.
 2. Revisions:
 - a. Make revisions required by the Architect.
 - b. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for in Paragraph 3.12.8 of the General Conditions.
 - c. Make only those revisions directed or approved by the Architect and/or Owner.
 3. Reimbursement of Architect's costs:

- a. In the event substitutions are proposed to the Architect after the Contract has been awarded, the Architect will record all time used by him and by his consultants in evaluation of each such proposed substitution but will NOT proceed without written authorization from the Owner.

3.2 INSTRUCTION MANUALS

- A. Complete and issue Manuals in strict accordance with the minimum requirements of Paragraph 2.5 above.

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- G. Sewer, Water, and Electric Power Service: Use charges are specified in Division 01 Section "Multiple Contract Summary."

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall..
 - 3. Drinking water and private toilet.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

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

- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required at time of Closeout.

- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance.

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service underground unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.

- e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.
 - h. Principal subcontractors' field and home offices.
3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- L. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.
- M. General: Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- N. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- O. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- P. Parking: Provide temporary parking areas for construction personnel.
- Q. Project Signs: Provide Project signs.
1. Identification Signs: Provide Project identification signs.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.
- R. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- S. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
- T. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 3. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use permanent HVAC system to control humidity.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016750 – CHANGE PROCEDURES

PART ONE – GENERAL

1.1 SCOPE OF WORK

- A. No extra work shall be performed without first receiving written approval from the Owner thru the Architect via a Field Adjustment Form.

1.2 WORK INCLUDED

- A. Making such changes in the work, in the Contract Sum, in the Contract Time of Completion, to any combination thereof, as are described in written Change Orders signed by the Owner and the Architect and issued after execution of the Contract, in accordance with provisions of this Section.

1.3 RELATED WORK DESCRIBED ELSEWHERE

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these specifications.

1.4 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.5 PROCESSING CHANGE ORDERS INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the work or a change in the Contract Time of Completion, the Architect will issue a "Request for Proposal" to the Contractor.
 - 1. The Requests will describe the contemplated change, and will carry one of the following instructions to the Contractor:
 - a) Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
 - b) Make the described change in the Work, credit of cost for which will be determined in accordance with Paragraph 7.1 of the General Conditions.
 - c) Promptly advise the Architect as to the credit or cost proposed for the described change. This is not an authorization to proceed with the change.
- B. If the Contractor has been directed by the Architect to make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the Architect as provided for under Paragraph 7.3 of the General Conditions.
 - 1. If the Contractor has been directed by the Architect to make described changes subject to later determination of cost of credit in accordance with Paragraph 7.1 of the General Conditions, the Contractor shall:

- (a) Take such measures as needed to make the change.
 - (b) Consult with the Architect and reach agreement on the most appropriate method for determining credit or cost for the change.
 - (c) Make NO changes until written authorization from the Owner is received.
2. If the Contractor has been directed by the Architect to promptly advise him as to credit for cost proposed for the described change, the Contractor shall:
- (a) Analyze the described change and its impact on costs and time.
 - (b) Secure the required information and forward it to the Architect for review.
 - (c) Meet with the Architect as required explaining costs and, when appropriate, determining other acceptable ways to achieve the desired objectives.
 - (d) Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect in writing when avoidance no longer is practicable.
 - (e) Make NO changes until written authorization from the Owner is received

1.6 MARK UP PERCENTAGES ON CHANGE ORDERS

- A. The allowance for the combined overhead and profit, included in the total cost to the Owner, shall be based on the following schedule:
1. For each Contractor, the Work performed by the Contractor's own forces, 15 percent of the cost.
 2. For the Contractor, for Work performed by the Contractor's Subcontractor, 7.5 percent of the amount due the Subcontractor.
 3. For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's or Sub-Subcontractor's own forces, 15 percent of the cost.
 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors, 7.5 percent of the amount due the Sub-Subcontractor.
 5. Cost to which overhead and profit is to be applied shall be determined in accordance with AIA A201, Subparagraph 7.3.6.
 6. Cost to which overhead and profit is to be applied shall be determined in accordance with AIA A201, Subparagraph 7.3.6, with the exception of markup on insurance premiums and bonds; the cost of the premium shall not be marked up. In no event shall a cost in excess of two percent of the cost of the change be allowable. If the Contractor requests payment for the premium in a change order work, the Contractor MUST provide proof of its notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. Any such change must be in accordance with AIA A201, Article 11, Section 11.1.2.1.
 7. In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

1.7 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor discover a discrepancy amount in the Contract Documents, a concealed condition as described in Paragraph 12.2 of the General Conditions, or other cause for suggesting

a change in the Contract Time of Completion, he shall notify the Architect as required by pertinent provisions of the Contract Documents.

- B. Upon agreement by the Architect that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a Request in accordance with the provisions described in Article 1.5 above.

1.8 REQUEST FOR PROPOSALS

- A. Make written reply to the Architect in response to each request.
 - 1. State proposed change in the Contract Sum, if any.
 - 2. State proposed change in the Contract Time of Completion, if any.
 - 3. Clearly describe other changes in the Work required by the proposed change, of desirable therewith, if any.
 - 4. Include full backup data such as subcontractor's letter of proposal or similar information.
 - 5. Submit this response in a single copy.
 - 6. Change order mark-ups shall be limited – see Paragraph 1.6 of this Section.
 - 7. When cost of credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of paragraph 7.1 of the General Conditions, the Architect will issue a "Change Order" to the Contractor.

1.9 PROCESSING CHANGE ORDERS

- A. Change orders will be dated and will be numbered in sequence and must be accompanied by the supporting signed Field Adjustments by the Owner.
- B. The change order will describe the change or changes will refer to the Request or Requests involved, accompanied by the signed Field Adjustments, and will be signed by the Owner and the Architect.
- C. The Architect will issue four (4) copies of each Change Order to the Contractor.
 - 1. The Contractor promptly shall sign all four copies and return three copies to the Architect.
 - 2. The Architect will sign all three copies and then forward three copies to the Owner for his signature.
 - 3. The Owner will sign all three copies, retain one copy for his file and return the remaining two copies to the Architect who will then forward a fully executed copy to the Contractor.
- D. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1. The Contractor promptly shall return three copies of the Change Order, unsigned by him, to the Architect with a letter signed by him explaining his disagreement.
 - 2. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

END OF SECTION 016750

SECTION 017000 – PROJECT CLOSEOUT

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. Providing an orderly and efficient transfer of the completed work to the Owner.
- B. Description
 - 1. Closeout is hereby defined to include general requirement near the end of Contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in all sections of the project manual. Time of closeout is directly related to "Substantial Completion" and therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section, regardless of whether resulting from "phased completion" originally specified in the Contract documents or subsequently agreed upon by Owner and Contractor.

1.2 RELATED WORK DESSCRIBED ELSEWHERE

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these specifications.

1.3 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Architect, the Contractor shall use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.4 PROCEDURES

- A. Prerequisites to Substantial Completion
 - 1. General: Prior to requesting the Owner's Representative's inspection for certification of substantial completion as required by General Conditions, for either the entire work or portions thereof, the Contractor shall complete the following and list known exceptions in request:
 - a. In progress payment request coincident with or first following date claimed, the Contractor shall show either portion of work claimed as "substantially completed," or list incomplete items, value of incompleteness, and reasons for being incomplete. The Contractor shall include supporting documentation for completion as indicated elsewhere in these contract documents.
 - b. The Contractor shall submit a statement showing accounting of changes to the Contract Sum.
 - c. The Contractor shall advise Owner of pending insurance change-over requirements.

- d. The Contractor shall submit specific warranties, workmanship, maintenance bonds, maintenance agreements, final certifications and similar documents.
 - e. The Contractor shall obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates, and other similar releases.
 - f. The Contractor shall deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - g. The Contractor shall make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
 - h. The Contractor shall complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. The Contractor shall discontinue, or change over, and remove from project site temporary facilities and services, construction tools and facilities, mock-ups, and similar elements.
 - i. The Contractor is responsible for making all punch lists and execution of same prior to his request for substantial completion.
 - j. The Contractor is responsible for a final utility locate and their expense with a copy of the report being turned over to the Owner.
 - k. The Contractor is responsible for turning over a complete copy of red-lined as-builts to the Architect to be handed in to the Owner for final payment.
2. Inspection Procedures: Upon receipt of Contractor's request, the Owner's Representative will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner's Representative will either prepare Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of Certificate; and the Owner's Representative shall repeat inspection when requested until work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

B. Substantial Completion:

1. Prepare and submit the list required by the first sentence of Paragraph 9.8.1 of the General Conditions.
2. Within a reasonable time after receipt of the list, the Architect will inspect to determine status of completion.
3. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect will promptly so notify the Contractor, in writing, giving the reasons therefore.
 - b. The Contractor shall remedy the deficiencies and notify the Architect when ready for reinspections.
 - c. The Architect will reinspect the Work.
4. When the Architect concurs that the Work is substantially complete:
 - a. The Architect will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

C. Prerequisites to Final Acceptance

1. General: Prior to requesting the Owner's Representative's final inspection for certification of final acceptance and final payment, as required by General Conditions, the Contractor shall complete the following and list known exceptions, if any, in the request:
 - a. The Contractor shall submit a final payment request with final releases and supporting documentation not previously submitted and accepted. The Contractor shall include certificates of insurance for products and completed operations where required.
 - b. The Contractor shall submit an updated final statement of accounting for additional and/or final changes to the Contract Sum.
 - c. The Contractor shall submit a certified copy of the Owner's Representative's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and endorsed and dated by the Owner's Representative.
 - d. The Contractor shall submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and the responsibility for corresponding elements of the work.
 - e. The Contractor shall submit specific warranties, workmanship, maintenance agreements, final certifications and similar documents.
 - f. The Contractor shall complete final cleaning up requirements including touch-up of marred surfaces.
 - g. The Contractor shall submit consent of surety.
 - h. The Contractor shall submit a final liquidated damages settlement statement, acceptable to Owner.
 - i. Revised evidence of final continuing insurance coverage complying with insurance requirements.
2. Re-inspection Procedures: Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections, and accepting incomplete item delays because of acceptable circumstances, the Owner's Representative will re-inspect work. Upon completion of re-inspection, the Owner's Representative will either prepare a certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

D. Final Completion

1. Prepare and submit the notice required by the first sentence of Paragraph 9.9.1 of the General Conditions.
2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.9.2 of the General Conditions.
3. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is complete and ready for final inspection.
4. The Architect will make an inspection to verify status of completion.
5. Should the Architect determine that the work is incomplete or defective:
 - a. The Architect will make an inspection to verify status of completion.
 - b. The Contractor shall remedy the deficiencies promptly, and notify the Architect when ready for reinspections.

6. When the Architect determines that the work is acceptable under the Contract Documents, he will request the Contractor to make close-out submittals.

1.5 RECORD DOCUMENT SUBMITTALS

1. General: Specific requirements for record documents are indicated in individual sections of the specifications. The Contractor shall not use record documents for construction purposes, protect these documents from deterioration or loss in a secure, fire-resistive location, and provide access to record documents for the Owner's Representative's reference during normal working hours. The Contractor shall furnish one (1) complete set of as-built drawings to the Owner at project completion.
 2. Maintenance Manuals: The Contractor shall organize maintenance-and-operating manual information into suitable sets of manageable size and bind them into individual binders properly identified and indexed, thumb tabbed; examples: Elevators, Finish Floor, Maintenance, Lawn and Plant Maintenance, Roof Maintenance. The Contractor shall include emergency instructions, spare parts lists, warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. The Contractor shall bind each manual of each set into a heavy-duty, 2 inch, three ring vinyl covered binder and include pocket folders for folded sheet information. The Contractor shall mark identification on both front and spine of each binder.
 3. The Contractor and his subcontractors will each keep one set of drawings in the job office and make a daily record of all changes in location of equipment, partitions, materials, etc., as approved by the Owner's Representative. At the conclusion of the job, the Owner will furnish drawings the Contractor who will incorporate all changes on the drawings. This includes all Change Order sketches issued by the Owner's Representative during the progress of the work. The revised drawings are to be turned over to the Owner at the conclusion of the project.
- A. Submit two (2) sets of close-out submittals in 3-ring binders with tables of contents and tabs to include, but not necessarily limited to:
1. Project Record Documents described in 1.5 of this Section.
 2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect.
 3. One copy of each approved shop drawing submittal.
 4. Warranties and bonds.
 5. Keys and keying schedule. All keys to be individually labeled.
 6. Spare parts and materials extra stock.
 7. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection.
 - b. Certificates of Occupancy.
 8. Certificates of insurance for products and completed operations.
 9. Evidence of payment and release of liens, for all subcontractors and vendors.
 10. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 11. Chart for maintenance requirements for the facility over a five-year period. Maintenance items shall include cleaning, termite treatment, roofing, door hardware, elevator, HVAC equipment, plumbing systems, electrical systems and etc.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

1. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.
2. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum which were not previously made Change Orders.

1.7 FINAL CLEANING

- A. Cleaning during progress of work is specified in the General Conditions.
- B. The Contractor shall provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class cleaning and maintenance program. The Contractor shall comply with manufacturer's instructions for cleaning operations. The following are examples, but not limitations, of cleaning levels required:
 1. The Contractor shall clean exposed exterior to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, the Contractor shall avoid disturbance of natural weathering of exterior surfaces. The Contractor shall restore reflective surfaces to original reflective condition.
 2. The Contractor shall clean project site, yard and grounds, including landscape and development areas of litter and foreign substances. The Contractor shall sweep paved areas to a broom clean condition, remove stains, petrochemical spills and other foreign deposits. The Contractor shall rake grounds which are neither planted nor paved to a smooth, even-textured surface.
- C. Removal of Protection: Except as otherwise indicated or requested by Owner's Representative, the Contractor shall remove protection devices and facilities which were installed during the course of the work to protect previously completed work during remainder of construction period.
- D. Compliances: The Contractor shall comply with governing regulations for cleaning operations. The Contractor shall not burn waste materials at site, bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems. The Contractor shall remove waste materials from site and dispose of in a lawful manner. The Contractor shall dispose of extra materials of value remaining after completion of associates' work has become Owner's property to the Owner's best advantage as directed.

1.8 INSPECTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the work. Contractor shall provide 16 hours of training for owner/users at completion of the project. This training shall be videotaped by the contractor and copies provided to the Owner at close-out. This required training shall include:
 1. 8 hours for HVAC controls, equipment and dampers.
 2. 2 hours for fire/life safety systems.
 3. 2 hours for electrical systems, panels and telephone data system.
 4. 1 hour for roof maintenance and related warranties.
- B. Continuing Inspections: Except as otherwise required by specific warranties, agreements to maintain, workmanship, maintenance bonds, and similar continuing commitments, the Contractor

shall comply with Owner's request to participate in inspections at end of each time period of such continuing commitments. The Contractor shall participate in general inspection of the work approximately one year beyond date(s) of substantial completion.

END OF SECTION 017000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 1. Salvaging nonhazardous demolition and construction waste.
 2. Recycling nonhazardous demolition and construction waste.
 3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including, but not limited to the following:

1. Demolition Waste:
 - a. Concrete.
 - b. Brick.
 - c. Concrete masonry units.
 - d. Wood studs.
 - e. Wood trim.
 - f. Structural and miscellaneous steel.
 - g. Rough hardware.
 - h. Insulation.
 - i. Doors and frames.
 - j. Door hardware.
 - k. Metal studs.
 - l. Gypsum board.
 - m. Acoustical tile and panels.
 - n. Toilet partitions.
 - o. Toilet fixtures.
 - p. Equipment.
 - q. Cabinets.
 - r. Plumbing fixtures.
 - s. Piping.
 - t. Supports and hangers.
 - u. Valves.
 - v. Mechanical equipment.
 - w. Electrical conduit.
 - x. Copper wiring.
 - y. Lighting fixtures.
 - z. Lamps.
 - aa. Ballasts.
 - bb. Electrical devices.

2. Construction Waste:
 - a. Masonry and CMU.
 - b. Lumber.
 - c. Wood sheet materials.
 - d. Wood trim.
 - e. Metals.
 - f. Insulation.
 - g. Gypsum board.
 - h. Piping.
 - i. Electrical conduit.
 - j. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Cardboard.
 - 2) Boxes.
 - 3) Plastic sheet and film.
 - 4) Polystyrene packaging.
 - 5) Wood crates.
 - 6) Plastic pails.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in **tons (tonnes)**.
 - 4. Quantity of waste salvaged, both estimated and actual in **tons (tonnes)**.
 - 5. Quantity of waste recycled, both estimated and actual in **tons (tonnes)**.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in **tons (tonnes)**.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Qualification Data: For waste management coordinator.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Waste Management Conference: Conduct conference at Project site to review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until installation.
 4. Protect items from damage during transport and storage.

5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- F. Plumbing Fixtures: Separate by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.
- H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum **1-1/2-inch (38-mm)** size.
 2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 1. Pulverize masonry to maximum **3/4-inch (19-mm)** size.
 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- F. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- G. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- H. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- I. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
 - a. Comply with requirements in Section 329300 "Plants" for use of clean sawdust as organic mulch.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
 - a. Comply with requirements in Section 329300 "Plants" for use of clean ground gypsum board as inorganic soil amendment.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017500 – PROJECT WARRANTIES

PART ONE – GENERAL

1.1 DESCRIPTION

- A. The following items are to be submitted to the Architect and Owner as part of this Section.
 - 1. Copies of all manufacturers' punch lists and documentation of completion.
 - 2. Copies of all consultants' punch lists and documents of completion.
 - 3. Manufacturer's report that roof has been inspected and is suitable for warranty.
 - 4. Contractor's written *two (2) year* guarantee covering all materials and labor.

1.2 RELATED WORK DESSCRIBED ELSEWHERE

- A. For additional project close-out documentation, see Section 01700.

PART TWO – PRODUCTS

2.1 FORMAT

- A. All required documentation shall be in a format approved by the consultant and Owner.

PART THREE – EXECUTION

- 3.1 Submit all required documentation upon completion of the work and prior to final payment.
- 3.2 All warranties are to be submitted to the Architect and if an Architect is not part of the Contractual Agreement, then the submittals will be given directly to the Owner prior to final payment.

END OF SECTION 017500

SECTION 017700 - PROJECT CLEANUP

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section Includes: Requirements for cleanup, restabilization, and restoration to prevent accidents to personnel, public, and Commission employees, to protect work in place, restabilize, and restore disturbed areas, removal of evidence of construction activities, and to complete Contract in orderly manner.

1.2 CLEANUP

- A. Proceed with construction cleanup as construction progresses.
 - 1. Remove mud, oil, grease, soil, gravel, trash, scrap, debris, and excess materials that are unsightly or may cause accidents to persons or properties.
 - 2. Remove water from floor areas where electrical power tools are to be used, and prevent stains on concrete that will be exposed in finish work.
 - 3. Select and employ cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.
- B. Final Cleanup: Perform immediately before written request for final inspection of Contract Work or any portion thereof.
- C. Besides normal "Broom Clean" requirements, clean exposed surfaces as listed.
 - 1. Glass: Wash and polish.
 - 2. Painted Surfaces: Remove marks, stains, fingerprints, and dirt.
 - 3. Aluminum: Clean following manufacturer's recommendations.
 - 4. Other Surfaces: Remove blemishes, leave clean, uniform, and dust-free.
 - 5. Premises and Site: Remove trash, debris, and surplus excavated material.
- D. Leave premises orderly and "Broom Clean."

1.3 RESTORATION AND RESTABILIZATION

- A. Restore and restablize disturbed areas including, but not limited to staging and stockpiling areas, construction strips, access roads, stream crossings, and areas within acquired right of way.
- B. Disassemble and remove all temporary construction facilities, and leave site in orderly and restored condition following Contract Documents.
- C. Preserve public and private signs, markers, guardrails, and fences, and maintain in existing locations and condition unless written permission is obtained for removal and restoration or replacement.

1. Remove conflicting facilities when grading operations begin and store in manner to keep them clean and in existing condition.
2. Restore to original or new locations at Owner's direction.
3. Repair or replace damaged items when directed, at no cost to the Commission.

D. Restore pavement, curbs, other paved areas, and sidewalks following requirements elsewhere in Contract Documents.

1.4 DISPOSAL OF WASTE AND EXCESS MATERIALS

- A. Dispose of construction waste and excess materials in authorized County disposal area or in area covered by current grading or sediment control permit.
- B. Remove waste and excess material disposed of in unauthorized area, and restore area to its condition before disturbance, at no cost to the Commission.
- C. Dispose of human waste in special sites designated therefor.

END OF SECTION 017700

GENERAL REQUIREMENTS - SECTION 010200

PART ONE – GENERAL

1.1 LAYOUT AND COORDINATION

- A. The General Contractor shall verify existing conditions along with dimensions indicated on the drawings and shall immediately report inconsistencies discovered during the progress of work.

1.2 CHANGE/DAMAGE TO UTILITIES

- A. The Contractor shall be responsible for making all necessary arrangements with power, water, sewer or other utility companies or corporations for relocating or changing utilities affected by work under this contract. Any damage to existing utilities as a result of any activities by the contractor or their forces shall be immediately repaired at the Contractor's expense to same or better conditions than existed before the damage occurred.

1.3 CUTTING, DIGGING, FITTING AND PATCHING

- A. The Contractor shall patch both new and existing work, as necessary, to properly connect the various parts of the project and to prepare the work to meet, fit and connect the several parts of the work as indicated or reasonably implied by the Contract Documents. The word "cutting" as used in this subparagraph shall be taken to mean cutting, exclusive of core drilling.
- B. The Contractor shall be entirely responsible for all cutting, digging, fitting and patching required.

1.4 DOCUMENTS FURNISHED TO CONTRACTOR

- A. The following will be furnished to the General Contractor by the Owner: Three sets of Construction Drawings and Construction Specifications.
- B. Additional sets of Contract Documents may be obtained from the Owner's Representative upon payment of duplication and delivery costs.

1.5 TEMPORARY FACILITIES

- A. Related Requirements:
See related specification sections that deal with contract closeout.
- B. Job Log:

1. The Contractor shall maintain a sign-in job log in a secure location for all parties entering the site to sign.
2. The Contractor will document all deliveries of materials and services in the job log.
3. The Contractor shall submit a job log form to Owner's Representative for approval.

a. Electricity and Lighting

1. The Contractor shall provide service required for construction operations with poles, branch wiring, distribution boxes and other appurtenances located to allow service and lighting by means of construction-type power cords. The Contractor shall pay for costs of energy used.
2. The Contractor shall arrange with the local electric power company and pay fees for tapping onto existing electric power source and providing meter for temporary construction of lights and power.

a. Heat and Ventilation

1. The Contractor shall provide heat and ventilation as required to maintain specified conditions for construction operations and to protect materials, finishes and equipment from damage due to temperature and humidity.
2. The Contractor shall provide smoke-free temporary heat required for performance of work. Open fires will not be permitted.
3. The Contractor shall provide ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors or gases.

a. Telephone Service

1. The Contractor shall provide telephone service to the field office. Toll calls by parties other than the Contractor will be at their own expense.

a. Water

1. The Contractor shall provide service required for construction operations, extend branch piping with outlets located so that water is available by use of hoses, and pay meter charges.
2. The Contractor shall arrange with the local water company and pay fees for tapping existing water mains and providing meter for temporary construction water.
3. The Contractor shall connect to existing facilities inside the Owner's meter.
4. If the existing water supply is not sufficient the Contractor shall either tap the line inside the meter where sufficient water supply may be obtained or make arrangements with the local water company to tap the water main. If it is necessary to tap a water main, the Contractor shall pay tapping fees and meter charges.
5. When temporary piping is no longer required the Contractor shall remove it.
6. The Contractor shall provide drinking water in approved sanitary containers and disposable cups for construction worker.

a. Sanitary Facilities

1. The Contractor shall provide and maintain required facilities and enclosures for use by construction worker.

2. The Contractor shall construct facilities to be weather-tight and in compliance with applicable legal and health requirements.
3. The Contractor shall keep facilities clean and sanitary.
4. If temporary facilities are placed over manholes, the Contractor shall use flushing type fixtures.
5. The Contractor shall not allow workers to use Owner's facilities unless authorized in writing by the Owner's Representative.

a. Construction Aids

1. The Contractor shall provide and operate drainage and pumping equipment, maintain excavations and keep the site free of standing water.

a. Barriers

1. The Contractor shall provide barriers as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
2. The Contractor shall provide barricades and temporary lighting at streets and open ditches where construction work may present hazards to vehicles and persons.
3. The Contractor shall provide barriers around trees and plants designated to remain. The Contractor shall protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

a. Cleaning During Construction

1. The Contractor shall control accumulation of waste materials and rubbish and periodically dispose of all waste off site.

a. Field Offices and Sheds

1. The Contractor shall provide a weather-tight building or an office trailer with:
 - a. Lighting, electrical outlets, heating, cooling and ventilating equipment, and furniture.
 - b. Job telephone as specified above.
 - c. Space for Project meetings with table and chairs to accommodate a minimum of 12 persons.
 - d. Work table large enough to accommodate working drawings.
 - e. Files, drawings, racks, and shelves to maintain order and neatness.
2. The Contractor shall provide lighted, weather-tight storage sheds for tools, materials and equipment with adequate space for organized storage and access. The Contractor shall provide heat and ventilation for products requiring controlled conditions.
3. The Contractor shall locate these facilities to preclude interference with work and as directed.

a. Parking Facilities

1. Parking space at the site may be limited.

2. The Contractor shall make arrangements with the Owner's Representative to secure parking spaces for workers. The Contractor shall ensure that workers shall not park in spaces other than those designated.
3. If designated area is insufficient, Contractor and workers will be required to make their own arrangements for parking.

a. Removal

1. The Contractor shall remove temporary materials, equipment, services and construction prior to substantial completion.
2. The Contractor shall clean and repair damage caused by installation or use of temporary facilities. The Contractor shall remove underground installations to a depth of two feet and grade as indicated or directed by the Owner's Representative.
3. The Contractor shall restore existing facilities and roads used during construction to specified or original condition.

a. Project Identification Sign

1. The Contractor shall provide a project identification sign; the standard sign being per the drawings (If applicable...i.e. shown on the drawings).
2. This is to be supported on pressure-treated pine posts (at least 4" x 4") and adequately braced to resist wind pressure.
3. Sign should be erected from eye level (at least 4' clear at bottom of sign to grade).
4. All surfaces of the wood should be primed with latex undercoat.
5. An exact copy shall be furnished by the Owner's Representative after contract award.
6. The sign shall be approved in writing by Owner's Representative prior to construction.
7. No other signage of any kind may be installed on the project site or related areas unless prior written approval is obtained from the Owner.

a. Quality Assurance

1. Code Compliance: The Contractor shall comply with all applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project. All required permits of a temporary nature shall be obtained for construction operations by the Contractor.
2. Qualification of the Workmen: The Contractor shall provide at least one person who shall be present at all times during tree clearing and grubbing operations and who shall direct the trimming of roots and limbs where required. The Contractor shall provide at least one person who is qualified in the various other trades involved including demolition, protection of property and erosion control.

a. Job Conditions

1. Protection: The Contractor shall use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative at no additional cost to the Owner.

a. Temporary Barricades

1. Unless otherwise approved by the Owner's Representative, the Contractor shall use only new and solid lumber of utility grade or better to construct temporary barricades around trees and areas designated to remain undisturbed. See Drawings for locations of wood barricades.

- a. Site Inspection

1. Prior to any work of this section, the Contractor shall carefully inspect the entire site, all objects designated to be removed and all objects to be preserved. The Contractor shall locate all existing utility lines traversing the site and determine the requirements for the protection of those designated to remain.

- a. Cleanup

1. Contractor shall be responsible for removing all rubbish, refuse, soil, waste, and other products or elements resulting from the construction effort.

1.6 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Substitutions

1. Requests for substitutions shall be submitted to the Owner's Representative on the form exhibited in the General Requirements, or in a similar format which provides the same or more information. Substitute products should not be ordered and shall not be installed without prior written approval or acceptance from the Owner's Representative. Contractor assumes all risks associated with premature ordering and installation of substitute products.
2. The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless a specific restriction is placed upon an item in the specifications, Contractor may submit proposals for substitutions.
3. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted during the life of the contract.
4. Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors which were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.
5. When making requests for substitutions, Contractor assumes the following responsibilities:
 - a. To have personally investigated the proposed substituted product and determined it is equal or superior in all respects to that specified.
 - b. To provide the same warranty for substitute products that Contractor would have provided for specified product.
 - c. To provide complete cost data and waive all claims for additional costs related to substitution which subsequently becomes apparent.
 - d. To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects

6. A Substitution Form can be obtained from the Owner through a written request.

1.7 PERMITS, LICENSING, CODE COMPLIANCE

A. General

1. **Building Permit:** The Contractor for the project is required to submit any required drawings & specifications to the County for permitting purposes. The Contractor is also required to pay any building permit fees and have an official building permit issued by the County prior to commencement of any work. Subcontractors required by the City/County to obtain a separate permit for their work must all submit required drawings and specs and pay for the costs of their permit. These subcontractors are not allowed to commence with their work until their permit has been obtained and all fees paid in full. Evidence that this has been satisfied must be furnished to the Owner prior to start of the work.
2. **South Carolina Contractor's License:** The Contractor for the project is required to obtain a General Contractor or Residential-Light Commercial license as determined under the requirements of the licensing law of South Carolina to bid and/or contract with City/County. All fees associated with complying with this licensing are also a part of this requirement. Evidence that this has been satisfied must be furnished to the Owner with the bidder's information and prior to start of the work.
3. **Code Compliance:** All work installed on this project must follow codes for Federal, State and Local requirements. These include but are not limited to: OSHA, EPD, EPA, The International Building Code, 2006 Edition with current Amendments, The National Electrical Code, current Edition, The International Plumbing Code, 2006 Edition with current Amendments, The International Mechanical Code, 2006 Edition with current Amendments, ANSI 117.1, Americans with Disabilities Act (ADA), City/ County Ordinances and other requirements that apply to this type of project.

1.8 GENERAL ITEMS

A. Access to Project Site

1. **Truck and equipment access:** To avoid traffic conflict with vehicles of the Owner's employees and the general public and to avoid over-loading of adjacent streets and driveways, the Contractor shall limit the access of trucks and equipment to a route agreed to in coordination with the Owner and Architect in so far as is practical to do so. The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site. Existing paved areas adjacent to the site shall be maintained in a clean condition during the project. At the conclusion of the project, all adjacent paved areas shall be swept clean by the Contractor and inspected by the Owner's Representative for acceptance.
2. **Contractor's vehicles:** The Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the work of this Contract, shall be required to use only the "Access Route" described above. The Contractor shall coordinate with the Owner's approval, locations for parking of such vehicles on or adjacent to the Owner's property.

B. Schedule of Operations

1. Within ten (10) days after receipt of "Notice to Proceed," the Contractor shall submit to the Architect a proposed schedule of operations showing date he expects to start and complete the various parts or phases of the work. The Contractor shall coordinate the scheduling of his work with the Owner to provide minimum interference with Owner's operations. Access to existing buildings shall be maintained at all times, and due to the nature of work involved, the Owner may require that certain work be performed at times other than normal working hours.
2. Schedule must show (and must be updated on a monthly basis):
 - Activity
 - Start
 - Finish
 - Duration
 - Total Flow
 - Logic
 - All major work elements
 - Completed activities and progress

C. Job Superintendent

1. The Contractor shall provide a full-time, on-site superintendent for all work at the project's site. The superintendent shall have a minimum of 10 years of experience in that position. A resume and references shall be submitted to and approved by the Owner. Once approved for the project, the superintendent may not be removed from the project site without express written consent of the Owner.

D. Notification to Owner

1. In addition to the Schedule of Operations, the Contractor shall give Notice to the Owner seven (7) calendar days in advance of date he proposes to start work in any area which directly affects the normal operation in existing buildings.

END OF SECTION

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Type of the Contract.
 3. Work phases.
 4. Work under other contracts.
 5. Products ordered in advance.
 6. Owner-furnished products.
 7. Use of premises.
 8. Owner's occupancy requirements.
 9. Work restrictions.
 10. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

Project Identification: University Of South Carolina – Aiken, Penland Hall Restroom Renovations
471 University Parkway, Aiken, South Carolina

- A. Owner: University Of South Carolina – Aiken
1. Owner's Representative: University Of South Carolina- Aiken
471 University Parkway
Aiken, South Carolina
Brian Enter, P.E.
Phone: (803) 641-3254
Email: BrianEn@usca.Edu

- B. Architect/Engineer: Johnson, Laschober, & Associates, PC

- C. The Work consists of the following:

Scope of work to include interior renovations of the existing restrooms at first and second floor of the Penland Hall Building, on the University of South Carolina- Aiken campus. The work includes architectural work, interiors, mechanical, electrical and plumbing work.

1.4 TYPE OF CONTRACT

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

1.5 WORK PHASES

- A. The Work shall be conducted in one phase. The date of substantial completion will be 100 days from the date of the Notice to Proceed and final completion will be 120 days from the date of the Notice to Proceed.
- B. Before commencing Work, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in date of Owner's personnel for all Work.

1.6 PRODUCTS ORDERED IN ADVANCE

1.7 USE OF PREMISES

- A. General: The Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits. Work shall be limited to Owner's property.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to limits noted on drawings..
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public following the date of substantial completion.
 - 3. Construction Entrance: Keep entrance serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Substantially Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in substantially completed areas, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On

- occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. During daylight savings time work may extend to 7 p.m. with Owner approval.
 1. Weekend Hours: Work may occur on Saturdays with Owner approval.
 2. Hours for Utility Shutdowns: See following section.
 3. Hours for Blasting: Coordinate with Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 – PROJECT MEETINGS

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the General Contractor will conduct project meetings throughout the construction period.
- B. Contractors Responsibilities:
 - 1. Schedule and administer meetings throughout duration of work.
 - 2. Prepare agenda for meetings.
 - 3. Distribute written notice of each meeting seven (7) days in advance of meeting date.
 - 4. Make physical arrangements for meetings.
 - 5. Preside at meetings.
 - 6. Record the minutes; include all significant proceedings and decisions.
 - 7. Reproduce and distribute copies of minutes within three (3) days after each meeting.
 - 8. Provide one (1) copy of the minutes to:
 - a. All participants in the meeting, including the Owner's representative.
 - b. All parties affected by decisions made at the meeting.
- C. Participants
 - 1. Qualified representatives of Contractors, sub-contractors, and suppliers authorized to act on behalf of the parties they represent.
 - 2. Owner's representative and consultants, as deemed necessary by the Owner's representative.

1.2 RELATED WORK

- A. The Contractor's relations with his Sub-contractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of the project meetings content.

1.3 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART TWO – PRODUCTS: (None)

PART THREE – EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. The Architect and Contractor are to schedule a meeting to be held within the first week after the awarding of the contract.
- B. Suggested Agenda: Prepare written material, distribute lists, and discuss:
 - 1. Identification of major subcontractors and suppliers.
 - 2. Projected construction schedules.
 - 3. Critical work sequencing.
 - 4. Major equipment deliveries and priorities.
 - 5. Project coordination, including designation of responsible personnel.
 - 6. Procedures for, and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for payment.
- C. Adequacy of distribution of Contract Documents.
- D. Procedures for maintaining Record Documents.
- E. Use of Premises:
 - 1. Office, work and storage areas.
 - 2. Owner's requirements.
- F. Construction facilities, construction aids, and controls.
- G. Temporary utilities.
- H. Safety and first aid procedures.
- I. Security procedures.
- J. Housekeeping procedures.

3.2 PROGRESS MEETINGS

- A. Schedule regular weekly meetings and as necessary, schedule additional meetings. This will require coordination with the Owner & Owner's representative.
- B. Minimum Agenda:
 - 1. Review and approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems that impede construction schedule.
 - 5. Review of off-site fabrication, delivery schedules.
 - 6. Corrective measures and procedures required to regain projected schedule.
 - 7. Revisions to construction schedule.
 - 8. Plan progress and schedule for succeeding work period.

9. Coordination of schedules.
10. Review submittal schedules: expedite as required.
11. Maintenance of quality standards.
12. Review proposed changes for:
 - a. Effect on construction schedule and on completion date.
 - b. Effect on other contracts of the Project.
 - c. Approval of suggested changes in writing.
13. Review of submittal log which is to be updated weekly and submitted to the Owner.
14. Review of RFI log which is to be updated weekly and submitted to the Owner.
15. Review of change order log which is to be updated weekly and submitted to the Owner.
16. Review of allowance log as necessary and submitted to the Owner.
17. Other business.

END OF SECTION

SECTION 012100 - ALLOWANCES

PART ONE – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Include allowance in the Base Bid as set forth in the Schedule of Allowances specified in this Section 01210 and the General Conditions.
- C. Descriptions of allowance work are abbreviated. Refer to applicable specification sections and drawings for complete and detailed requirements of work required under each allowance item.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowance. Allowance items shall be included in the Base Bid and Contract sum amount.
- B. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be evaluated for possible change order procedures.
- C. Types of allowances include the following:
- D. \$5,000 – General Contingency Allowance for owner approved general revisions to the project.
- E. Related Sections include the following:
- F. Section “General Requirements” of the Specification for procedures for submitting and handling Change Orders.

1.3 SPECIFIC ALLOWANCE INSTRUCTIONS

- A. Include direct costs for labor, material, equipment and subcontract.
- B. 3 quotes must be obtained on any subcontract work with Owner approval prior to proceeding.
- C. Costs can not include supervisor, project manager, overhead, profit or any other non-direct cost. All of these indirect costs need to be included in the base bid.

1.4 SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
2. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products and systems selected by Architect from the designated supplier.
4. See Paragraph 1.3 of this Section for specific cost instructions.

PART TWO – EXECUTION

2.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

2.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

2.3 SCHEDULE OF ALLOWANCES.

- A. Schedule of each allowance shall be listed in the schedule of values.

END OF SECTION 012100

SECTION 013300 – SUBMITTALS

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. Definition: Submittals are drawings, diagrams, illustrations, schedules, performance charts, nomenclature charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, fabricator, or distributor and which illustrates some portion of the project.
- B. Prepare and furnish a Construction Progress Schedule in order to assure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the Contract, and to assist the Architect in appraising the reasonableness of the proposed schedule and in evaluating progress of the work.
- C. Prepare and furnish submittals required by the Contract Documents; revised and resubmitted as necessary to establish compliance with specified requirements.
- D. Prepare and furnish a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.

1.2 RELATED WORK

- A. Make all submittals called for in this Project Manual in strict accordance with the provisions of this Section.
- B. Required contents of submittals may be amplified in pertinent parts of other Sections of this Project Manual.
- C. Documents affecting work of this Section include, but are not necessarily limited to Section entitled Form of Agreement, General Conditions for the Contract and Sections in Division 1 of this Project Manual.

1.3 QUALITY ASSURANCE

- A. Construction Progress Schedule: The Contractor shall provide a construction progress schedule showing date he expects to start and complete various parts of the work of this Contract. He shall provide this document within fifteen (15) days after the Architect issues the “Notice to Proceed”.
- B. General Submittals
 1. Coordination of submittals: “Schedules submitted to the Architect shall include a critical path for the project and two (2) week look ahead time-frames. The schedule shall be in a bar chart format with sufficient detail for a project of this size. The construction schedule shall be updated monthly to delineate activities in progress, activities completed, and future activities. Schedule updates shall be submitted to the Architect monthly and posted in the construction trailer at all times.

- a. Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item being submitted.
- b. Verify that each item and the submittal for it conform in all respects with the specified requirements.
- c. By affixing his signature to each submittal, certify that this coordination has been performed.
- d. A Transmittal sheet must accompany each submittal.

1.4 SUBMITTALS

- A. General Submittals: The Contractor shall make submittals of Shop Drawings, Samples, Material Schedules, and other items in accordance with the provisions of this Section.
 1. All submittals and samples shall be accompanied by a transmittal letter, in duplicate, containing project name, Contractor's name, number of drawings, titles, and other pertinent data.
- B. Operation and Maintenance Manuals: The Contractor shall submit three (3) copies of all operation and maintenance manuals called for by pertinent Sections of this Project Manual to the Architect prior to indoctrination of the Owner's operation and maintenance personnel.
- C. Schedule of Values: Prior to the first application for payment, the Contractor shall submit a proposed schedule of values to the Architect.
 1. He shall meet with the Architect and determine additional data, if any, required, to be submitted.
 2. He shall secure the Architect's approval of the schedule of values prior to submitting the first application for payment.

PART TWO – PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and Measurements: Shop Drawings shall be made accurately to a scale sufficiently large to show all pertinent aspects of the items and its method of connection to the Work.
- B. Types of Prints Required: Submit Shop Drawings in the form of blue-line prints or photocopies. The Architect will retain one copy of each submittal. Consulting engineers will keep one copy of each submittal reviewed by their office.
- C. Review comments of the Architect will be shown in red on the prints which are returned to the Contractor.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit the number of copies which are required to be returned, plus two (2) copies which will be retained by the Architect.

1. The Contractor shall provide manufacturer's preparation, assembly, and installation instructions.

2.3 SAMPLES

- A. The Contract shall provide Sample or Samples identical to the precise article proposed to be provided.
- B. Number of Samples required:
 1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus two (2) which one will be retained by the Architect and one will be retained by the Owner.
 2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

2.5 INSTRUCTION MANUALS

- A. Where Operation and Maintenance Manuals are required to be submitted under other Sections of this project Manual, prepare in accordance with the following minimum content requirements:
 1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency data regarding the installation.
 2. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly and reassembly.
 3. Complete nomenclature of all part number of all equipment.
 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other pertinent data regarding procurement procedure.
 5. Electrostatic copy of all guarantees and warranties issued.
 6. Manufacturer's bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 7. Such other data as required in pertinent other Sections of this Project Manual.

PART THREE – EXECUTION

3.1 GENERAL SUBMITTALS

A. Identification of Submittals

1. Consecutively number all submittals. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number, but reference the rejected transmittal number.

2. Shop drawings shall be dated and contain the complete name of the project, a description or names of equipment, materials, and items; and the complete identification of location at which materials or equipment are to be installed.

B. General Execution

1. Reproduction of contract drawings for shop drawings shall NOT be permitted. Shop drawings will not be reviewed by the Owner's Representative unless checked by the supplier and approved by the Contractor.
2. The Contractor shall review, stamp with his approval, and submit to the Architect, who shall in-turn submit to the Owner, with reasonable promptness and in orderly sequence so as to cause no delay, shop drawings required by the Contract Documents and the codes names thereunder. At the time of submission, the Contractor shall inform the Architect and Owner of any deviation in the shop drawings or samples from the requirements.
3. The Contractor shall submit drawings for review including fabrication, erection, layout and setting drawings, and other drawings, required under the various sections of the Specifications until final approval is obtained. The Contractor shall submit copies of manufacturer's descriptive data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and a capacity, wiring diagrams and controls, schedules and other pertinent information as required. Shop drawings will not be reviewed unless first approved by the Contract.
4. By approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data or will do so and that he has checked and coordinated shop drawings with the requirements of the project and the Contract Documents.
5. The Owners Representative will review shop drawings with reasonable promptness so as to pose no delay. The Owner's Representative's review and/or corrections refer only to the general arrangement and conformance of the subject of the shop drawings with the design concept of the project with information given in the Contract Documents. Under no conditions should the Contractor consider the review to include the dimensions, quantities, and neither details of the items nor the approval of an assembly in which the item functions. The Owner's Representative's review of shop drawings shall not relieve the Contract of responsibility for any deviation form the requirements of the Contract Documents unless the Contractor has informed the Owner's Representative in writing of such deviation at the time of submissions and the Owners Representative has given written approval to the specific deviation; nor shall the Owner's Repetitive review relieve the Contractor from responsibility from errors or omissions from the shop drawings.
6. When the shop drawings are returned to the Contractor with the Owner's Representative's corrections, the Contractor shall make the required corrections on the shop drawings and submit one set of prints to the Owner's Representative upon request. The Contractor shall direct specific attention in writing or on the submitted drawings to revisions other than those requested by the Owner's Representative's previous submission.
7. Shop drawings for structural items such as structural steel, steel decking and reinforcing steel will be reviewed by the Owner's Representative for general compliance with the drawings and specifications.
8. Work requiring shop drawings, whether called for by the Contract Documents or requested by the Contractor, shall not be commenced until the submissions has been reviewed by the Owner's Representative. Work shall be in accordance with and performed from the reviewed drawings, and the Contractor shall make certain that proper shop drawings are at the site of the work.
9. The Contractor shall understand that submittal of the required documents does not constitute compliance with the requirements of the Contract Documents.

- a. In the event substitutions are proposed to the Architect after the Contract has been awarded, the Architect will record all time used by him and by his consultants in evaluation of each such proposed substitution but will NOT proceed without written authorization from the Owner.

3.2 INSTRUCTION MANUALS

- A. Complete and issue Manuals in strict accordance with the minimum requirements of Paragraph 2.5 above.

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- G. Sewer, Water, and Electric Power Service: Use charges are specified in Division 01 Section "Multiple Contract Summary."

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall..
 - 3. Drinking water and private toilet.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

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

- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required at time of Closeout.

- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance.

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service underground unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.

- e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.
 - h. Principal subcontractors' field and home offices.
3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- L. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.
- M. General: Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- N. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- O. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- P. Parking: Provide temporary parking areas for construction personnel.
- Q. Project Signs: Provide Project signs.
1. Identification Signs: Provide Project identification signs.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

- a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.
- R. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- S. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
- T. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 3. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use permanent HVAC system to control humidity.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016750 – CHANGE PROCEDURES

PART ONE – GENERAL

1.1 SCOPE OF WORK

- A. No extra work shall be performed without first receiving written approval from the Owner thru the Architect via a Field Adjustment Form.

1.2 WORK INCLUDED

- A. Making such changes in the work, in the Contract Sum, in the Contract Time of Completion, to any combination thereof, as are described in written Change Orders signed by the Owner and the Architect and issued after execution of the Contract, in accordance with provisions of this Section.

1.3 RELATED WORK DESCRIBED ELSEWHERE

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these specifications.

1.4 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.5 PROCESSING CHANGE ORDERS INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the work or a change in the Contract Time of Completion, the Architect will issue a "Request for Proposal" to the Contractor.
 - 1. The Requests will describe the contemplated change, and will carry one of the following instructions to the Contractor:
 - a) Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
 - b) Make the described change in the Work, credit of cost for which will be determined in accordance with Paragraph 7.1 of the General Conditions.
 - c) Promptly advise the Architect as to the credit or cost proposed for the described change. This is not an authorization to proceed with the change.
- B. If the Contractor has been directed by the Architect to make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the Architect as provided for under Paragraph 7.3 of the General Conditions.
 - 1. If the Contractor has been directed by the Architect to make described changes subject to later determination of cost of credit in accordance with Paragraph 7.1 of the General Conditions, the Contractor shall:

- (a) Take such measures as needed to make the change.
 - (b) Consult with the Architect and reach agreement on the most appropriate method for determining credit or cost for the change.
 - (c) Make NO changes until written authorization from the Owner is received.
2. If the Contractor has been directed by the Architect to promptly advise him as to credit for cost proposed for the described change, the Contractor shall:
- (a) Analyze the described change and its impact on costs and time.
 - (b) Secure the required information and forward it to the Architect for review.
 - (c) Meet with the Architect as required explaining costs and, when appropriate, determining other acceptable ways to achieve the desired objectives.
 - (d) Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect in writing when avoidance no longer is practicable.
 - (e) Make NO changes until written authorization from the Owner is received

1.6 MARK UP PERCENTAGES ON CHANGE ORDERS

- A. The allowance for the combined overhead and profit, included in the total cost to the Owner, shall be based on the following schedule:
1. For each Contractor, the Work performed by the Contractor's own forces, 15 percent of the cost.
 2. For the Contractor, for Work performed by the Contractor's Subcontractor, 7.5 percent of the amount due the Subcontractor.
 3. For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's or Sub-Subcontractor's own forces, 15 percent of the cost.
 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors, 7.5 percent of the amount due the Sub-Subcontractor.
 5. Cost to which overhead and profit is to be applied shall be determined in accordance with AIA A201, Subparagraph 7.3.6.
 6. Cost to which overhead and profit is to be applied shall be determined in accordance with AIA A201, Subparagraph 7.3.6, with the exception of markup on insurance premiums and bonds; the cost of the premium shall not be marked up. In no event shall a cost in excess of two percent of the cost of the change be allowable. If the Contractor requests payment for the premium in a change order work, the Contractor MUST provide proof of its notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. Any such change must be in accordance with AIA A201, Article 11, Section 11.1.2.1.
 7. In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

1.7 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor discover a discrepancy amount in the Contract Documents, a concealed condition as described in Paragraph 12.2 of the General Conditions, or other cause for suggesting

a change in the Contract Time of Completion, he shall notify the Architect as required by pertinent provisions of the Contract Documents.

- B. Upon agreement by the Architect that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a Request in accordance with the provisions described in Article 1.5 above.

1.8 REQUEST FOR PROPOSALS

- A. Make written reply to the Architect in response to each request.
 - 1. State proposed change in the Contract Sum, if any.
 - 2. State proposed change in the Contract Time of Completion, if any.
 - 3. Clearly describe other changes in the Work required by the proposed change, of desirable therewith, if any.
 - 4. Include full backup data such as subcontractor's letter of proposal or similar information.
 - 5. Submit this response in a single copy.
 - 6. Change order mark-ups shall be limited – see Paragraph 1.6 of this Section.
 - 7. When cost of credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of paragraph 7.1 of the General Conditions, the Architect will issue a "Change Order" to the Contractor.

1.9 PROCESSING CHANGE ORDERS

- A. Change orders will be dated and will be numbered in sequence and must be accompanied by the supporting signed Field Adjustments by the Owner.
- B. The change order will describe the change or changes will refer to the Request or Requests involved, accompanied by the signed Field Adjustments, and will be signed by the Owner and the Architect.
- C. The Architect will issue four (4) copies of each Change Order to the Contractor.
 - 1. The Contractor promptly shall sign all four copies and return three copies to the Architect.
 - 2. The Architect will sign all three copies and then forward three copies to the Owner for his signature.
 - 3. The Owner will sign all three copies, retain one copy for his file and return the remaining two copies to the Architect who will then forward a fully executed copy to the Contractor.
- D. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1. The Contractor promptly shall return three copies of the Change Order, unsigned by him, to the Architect with a letter signed by him explaining his disagreement.
 - 2. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

END OF SECTION 016750

SECTION 017000 – PROJECT CLOSEOUT

PART ONE – GENERAL

1.1 WORK INCLUDED

- A. Providing an orderly and efficient transfer of the completed work to the Owner.
- B. Description
 - 1. Closeout is hereby defined to include general requirement near the end of Contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in all sections of the project manual. Time of closeout is directly related to "Substantial Completion" and therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation, if any, shall be applicable to other provisions of this section, regardless of whether resulting from "phased completion" originally specified in the Contract documents or subsequently agreed upon by Owner and Contractor.

1.2 RELATED WORK DESSCRIBED ELSEWHERE

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 1 of these specifications.

1.3 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Architect, the Contractor shall use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.4 PROCEDURES

- A. Prerequisites to Substantial Completion
 - 1. General: Prior to requesting the Owner's Representative's inspection for certification of substantial completion as required by General Conditions, for either the entire work or portions thereof, the Contractor shall complete the following and list known exceptions in request:
 - a. In progress payment request coincident with or first following date claimed, the Contractor shall show either portion of work claimed as "substantially completed," or list incomplete items, value of incompleteness, and reasons for being incomplete. The Contractor shall include supporting documentation for completion as indicated elsewhere in these contract documents.
 - b. The Contractor shall submit a statement showing accounting of changes to the Contract Sum.
 - c. The Contractor shall advise Owner of pending insurance change-over requirements.

- d. The Contractor shall submit specific warranties, workmanship, maintenance bonds, maintenance agreements, final certifications and similar documents.
 - e. The Contractor shall obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including, where required, occupancy permits, operating certificates, and other similar releases.
 - f. The Contractor shall deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - g. The Contractor shall make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
 - h. The Contractor shall complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. The Contractor shall discontinue, or change over, and remove from project site temporary facilities and services, construction tools and facilities, mock-ups, and similar elements.
 - i. The Contractor is responsible for making all punch lists and execution of same prior to his request for substantial completion.
 - j. The Contractor is responsible for a final utility locate and their expense with a copy of the report being turned over to the Owner.
 - k. The Contractor is responsible for turning over a complete copy of red-lined as-builts to the Architect to be handed in to the Owner for final payment.
2. Inspection Procedures: Upon receipt of Contractor's request, the Owner's Representative will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner's Representative will either prepare Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of Certificate; and the Owner's Representative shall repeat inspection when requested until work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

B. Substantial Completion:

1. Prepare and submit the list required by the first sentence of Paragraph 9.8.1 of the General Conditions.
2. Within a reasonable time after receipt of the list, the Architect will inspect to determine status of completion.
3. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect will promptly so notify the Contractor, in writing, giving the reasons therefore.
 - b. The Contractor shall remedy the deficiencies and notify the Architect when ready for reinspections.
 - c. The Architect will reinspect the Work.
4. When the Architect concurs that the Work is substantially complete:
 - a. The Architect will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

C. Prerequisites to Final Acceptance

1. General: Prior to requesting the Owner's Representative's final inspection for certification of final acceptance and final payment, as required by General Conditions, the Contractor shall complete the following and list known exceptions, if any, in the request:
 - a. The Contractor shall submit a final payment request with final releases and supporting documentation not previously submitted and accepted. The Contractor shall include certificates of insurance for products and completed operations where required.
 - b. The Contractor shall submit an updated final statement of accounting for additional and/or final changes to the Contract Sum.
 - c. The Contractor shall submit a certified copy of the Owner's Representative's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and endorsed and dated by the Owner's Representative.
 - d. The Contractor shall submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and the responsibility for corresponding elements of the work.
 - e. The Contractor shall submit specific warranties, workmanship, maintenance agreements, final certifications and similar documents.
 - f. The Contractor shall complete final cleaning up requirements including touch-up of marred surfaces.
 - g. The Contractor shall submit consent of surety.
 - h. The Contractor shall submit a final liquidated damages settlement statement, acceptable to Owner.
 - i. Revised evidence of final continuing insurance coverage complying with insurance requirements.
2. Re-inspection Procedures: Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections, and accepting incomplete item delays because of acceptable circumstances, the Owner's Representative will re-inspect work. Upon completion of re-inspection, the Owner's Representative will either prepare a certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

D. Final Completion

1. Prepare and submit the notice required by the first sentence of Paragraph 9.9.1 of the General Conditions.
2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.9.2 of the General Conditions.
3. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is complete and ready for final inspection.
4. The Architect will make an inspection to verify status of completion.
5. Should the Architect determine that the work is incomplete or defective:
 - a. The Architect will make an inspection to verify status of completion.
 - b. The Contractor shall remedy the deficiencies promptly, and notify the Architect when ready for reinspections.

6. When the Architect determines that the work is acceptable under the Contract Documents, he will request the Contractor to make close-out submittals.

1.5 RECORD DOCUMENT SUBMITTALS

1. General: Specific requirements for record documents are indicated in individual sections of the specifications. The Contractor shall not use record documents for construction purposes, protect these documents from deterioration or loss in a secure, fire-resistive location, and provide access to record documents for the Owner's Representative's reference during normal working hours. The Contractor shall furnish one (1) complete set of as-built drawings to the Owner at project completion.
 2. Maintenance Manuals: The Contractor shall organize maintenance-and-operating manual information into suitable sets of manageable size and bind them into individual binders properly identified and indexed, thumb tabbed; examples: Elevators, Finish Floor, Maintenance, Lawn and Plant Maintenance, Roof Maintenance. The Contractor shall include emergency instructions, spare parts lists, warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. The Contractor shall bind each manual of each set into a heavy-duty, 2 inch, three ring vinyl covered binder and include pocket folders for folded sheet information. The Contractor shall mark identification on both front and spine of each binder.
 3. The Contractor and his subcontractors will each keep one set of drawings in the job office and make a daily record of all changes in location of equipment, partitions, materials, etc., as approved by the Owner's Representative. At the conclusion of the job, the Owner will furnish drawings the Contractor who will incorporate all changes on the drawings. This includes all Change Order sketches issued by the Owner's Representative during the progress of the work. The revised drawings are to be turned over to the Owner at the conclusion of the project.
- A. Submit two (2) sets of close-out submittals in 3-ring binders with tables of contents and tabs to include, but not necessarily limited to:
1. Project Record Documents described in 1.5 of this Section.
 2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect.
 3. One copy of each approved shop drawing submittal.
 4. Warranties and bonds.
 5. Keys and keying schedule. All keys to be individually labeled.
 6. Spare parts and materials extra stock.
 7. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection.
 - b. Certificates of Occupancy.
 8. Certificates of insurance for products and completed operations.
 9. Evidence of payment and release of liens, for all subcontractors and vendors.
 10. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 11. Chart for maintenance requirements for the facility over a five-year period. Maintenance items shall include cleaning, termite treatment, roofing, door hardware, elevator, HVAC equipment, plumbing systems, electrical systems and etc.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

1. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.
2. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum which were not previously made Change Orders.

1.7 FINAL CLEANING

- A. Cleaning during progress of work is specified in the General Conditions.
- B. The Contractor shall provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class cleaning and maintenance program. The Contractor shall comply with manufacturer's instructions for cleaning operations. The following are examples, but not limitations, of cleaning levels required:
 1. The Contractor shall clean exposed exterior to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, the Contractor shall avoid disturbance of natural weathering of exterior surfaces. The Contractor shall restore reflective surfaces to original reflective condition.
 2. The Contractor shall clean project site, yard and grounds, including landscape and development areas of litter and foreign substances. The Contractor shall sweep paved areas to a broom clean condition, remove stains, petrochemical spills and other foreign deposits. The Contractor shall rake grounds which are neither planted nor paved to a smooth, even-textured surface.
- C. Removal of Protection: Except as otherwise indicated or requested by Owner's Representative, the Contractor shall remove protection devices and facilities which were installed during the course of the work to protect previously completed work during remainder of construction period.
- D. Compliances: The Contractor shall comply with governing regulations for cleaning operations. The Contractor shall not burn waste materials at site, bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems. The Contractor shall remove waste materials from site and dispose of in a lawful manner. The Contractor shall dispose of extra materials of value remaining after completion of associates' work has become Owner's property to the Owner's best advantage as directed.

1.8 INSPECTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the work. Contractor shall provide 16 hours of training for owner/users at completion of the project. This training shall be videotaped by the contractor and copies provided to the Owner at close-out. This required training shall include:
 1. 8 hours for HVAC controls, equipment and dampers.
 2. 2 hours for fire/life safety systems.
 3. 2 hours for electrical systems, panels and telephone data system.
 4. 1 hour for roof maintenance and related warranties.
- B. Continuing Inspections: Except as otherwise required by specific warranties, agreements to maintain, workmanship, maintenance bonds, and similar continuing commitments, the Contractor

shall comply with Owner's request to participate in inspections at end of each time period of such continuing commitments. The Contractor shall participate in general inspection of the work approximately one year beyond date(s) of substantial completion.

END OF SECTION 017000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 1. Salvaging nonhazardous demolition and construction waste.
 2. Recycling nonhazardous demolition and construction waste.
 3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including, but not limited to the following:

1. Demolition Waste:
 - a. Concrete.
 - b. Brick.
 - c. Concrete masonry units.
 - d. Wood studs.
 - e. Wood trim.
 - f. Structural and miscellaneous steel.
 - g. Rough hardware.
 - h. Insulation.
 - i. Doors and frames.
 - j. Door hardware.
 - k. Metal studs.
 - l. Gypsum board.
 - m. Acoustical tile and panels.
 - n. Toilet partitions.
 - o. Toilet fixtures.
 - p. Equipment.
 - q. Cabinets.
 - r. Plumbing fixtures.
 - s. Piping.
 - t. Supports and hangers.
 - u. Valves.
 - v. Mechanical equipment.
 - w. Electrical conduit.
 - x. Copper wiring.
 - y. Lighting fixtures.
 - z. Lamps.
 - aa. Ballasts.
 - bb. Electrical devices.

2. Construction Waste:
 - a. Masonry and CMU.
 - b. Lumber.
 - c. Wood sheet materials.
 - d. Wood trim.
 - e. Metals.
 - f. Insulation.
 - g. Gypsum board.
 - h. Piping.
 - i. Electrical conduit.
 - j. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Cardboard.
 - 2) Boxes.
 - 3) Plastic sheet and film.
 - 4) Polystyrene packaging.
 - 5) Wood crates.
 - 6) Plastic pails.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in **tons (tonnes)**.
 - 4. Quantity of waste salvaged, both estimated and actual in **tons (tonnes)**.
 - 5. Quantity of waste recycled, both estimated and actual in **tons (tonnes)**.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in **tons (tonnes)**.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Qualification Data: For waste management coordinator.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Waste Management Conference: Conduct conference at Project site to review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until installation.
 4. Protect items from damage during transport and storage.

5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- F. Plumbing Fixtures: Separate by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.
- H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum **1-1/2-inch (38-mm)** size.
 2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 1. Pulverize masonry to maximum **3/4-inch (19-mm)** size.
 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- F. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- G. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- H. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- I. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
 - a. Comply with requirements in Section 329300 "Plants" for use of clean sawdust as organic mulch.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
 - a. Comply with requirements in Section 329300 "Plants" for use of clean ground gypsum board as inorganic soil amendment.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017500 – PROJECT WARRANTIES

PART ONE – GENERAL

1.1 DESCRIPTION

- A. The following items are to be submitted to the Architect and Owner as part of this Section.
1. Copies of all manufacturers' punch lists and documentation of completion.
 2. Copies of all consultants' punch lists and documents of completion.
 3. Manufacturer's report that roof has been inspected and is suitable for warranty.
 4. Contractor's written *two (2) year* guarantee covering all materials and labor.

1.2 RELATED WORK DESSCRIBED ELSEWHERE

- A. For additional project close-out documentation, see Section 01700.

PART TWO – PRODUCTS

2.1 FORMAT

- A. All required documentation shall be in a format approved by the consultant and Owner.

PART THREE – EXECUTION

- 3.1 Submit all required documentation upon completion of the work and prior to final payment.
- 3.2 All warranties are to be submitted to the Architect and if an Architect is not part of the Contractual Agreement, then the submittals will be given directly to the Owner prior to final payment.

END OF SECTION 017500

SECTION 017700 - PROJECT CLEANUP

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section Includes: Requirements for cleanup, restabilization, and restoration to prevent accidents to personnel, public, and Commission employees, to protect work in place, restabilize, and restore disturbed areas, removal of evidence of construction activities, and to complete Contract in orderly manner.

1.2 CLEANUP

- A. Proceed with construction cleanup as construction progresses.
 - 1. Remove mud, oil, grease, soil, gravel, trash, scrap, debris, and excess materials that are unsightly or may cause accidents to persons or properties.
 - 2. Remove water from floor areas where electrical power tools are to be used, and prevent stains on concrete that will be exposed in finish work.
 - 3. Select and employ cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.
- B. Final Cleanup: Perform immediately before written request for final inspection of Contract Work or any portion thereof.
- C. Besides normal "Broom Clean" requirements, clean exposed surfaces as listed.
 - 1. Glass: Wash and polish.
 - 2. Painted Surfaces: Remove marks, stains, fingerprints, and dirt.
 - 3. Aluminum: Clean following manufacturer's recommendations.
 - 4. Other Surfaces: Remove blemishes, leave clean, uniform, and dust-free.
 - 5. Premises and Site: Remove trash, debris, and surplus excavated material.
- D. Leave premises orderly and "Broom Clean."

1.3 RESTORATION AND RESTABILIZATION

- A. Restore and restablize disturbed areas including, but not limited to staging and stockpiling areas, construction strips, access roads, stream crossings, and areas within acquired right of way.
- B. Disassemble and remove all temporary construction facilities, and leave site in orderly and restored condition following Contract Documents.
- C. Preserve public and private signs, markers, guardrails, and fences, and maintain in existing locations and condition unless written permission is obtained for removal and restoration or replacement.

1. Remove conflicting facilities when grading operations begin and store in manner to keep them clean and in existing condition.
 2. Restore to original or new locations at Owner's direction.
 3. Repair or replace damaged items when directed, at no cost to the Commission.
- D. Restore pavement, curbs, other paved areas, and sidewalks following requirements elsewhere in Contract Documents.

1.4 DISPOSAL OF WASTE AND EXCESS MATERIALS

- A. Dispose of construction waste and excess materials in authorized County disposal area or in area covered by current grading or sediment control permit.
- B. Remove waste and excess material disposed of in unauthorized area, and restore area to its condition before disturbance, at no cost to the Commission.
- C. Dispose of human waste in special sites designated therefor.

END OF SECTION 017700