

# Project Manual

# USC Longstreet Theatre

# Exterior Renovations

1300 Greene Street  
Columbia, South Carolina

State Project Number  
**H27-6100-G**

**PERMIT DOCUMENTS**  
**APRIL 22, 2015**



UNIVERSITY OF  
**SOUTH CAROLINA**

STUDIO **2LR** | ARCHITECTURE + INTERIORS

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**SE-310****INVITATION FOR CONSTRUCTION SERVICES****PROJECT NAME:** USC Longstreet Theatre Exterior Repairs**PROJECT NUMBER:** H27-6100-G**PROJECT LOCATION:** 1300 Greene Street, Columbia, SC 29201**BID SECURITY REQUIRED?** Yes ☒ No ☐**PERFORMANCE BOND REQUIRED?** Yes ☒ No ☐**PAYMENT BOND REQUIRED?** Yes ☒ No ☐**NOTE:** Contractor may be subject to a performance appraisal at the close of the project.**CONSTRUCTION COST RANGE:** \$ 150,000.00**DESCRIPTION OF PROJECT:** Exterior repairs to gutters, gable flashing, waterproofing, limited stucco repairs, foundation repairs. Small Minority Businesses are encouraged to submit.**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** http://purchasing.sc.edu**PLAN DEPOSIT AMOUNT:** \$ \$0.00 **IS DEPOSIT REFUNDABLE** Yes ☐ No ☐ N/A ☒Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Only those Bidding Documents/Plans obtained from the above listed source(s) are official. Bidders that rely on copies of Bidding Documents/Plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders **WILL** ☒ **WILL NOT** ☐ be via email or website posting.**IN ADDITION TO THE ABOVE OFFICIAL SOURCE(S), BIDDING DOCUMENTS/PLANS ARE ALSO AVAILABLE AT:**N/A*All questions & correspondence concerning this Invitation shall be addressed to the A-E.***A-E NAME:** Studio 2LR, Inc.**A-E CONTACT:** Wes Lyles, AIA, LEED AP**A-E ADDRESS:** Street/PO Box: 801 Gervais Street, Suite 201City: ColumbiaState: SCZIP: 29201-**EMAIL:** wyles@studio2lr.com**TELEPHONE:** 803-233-6602**FAX:** 803-233-6613**AGENCY:** University of South Carolina**AGENCY PROJECT COORDINATOR:** Michelle Adams**ADDRESS:** Street/PO Box: 743 Greene StreetCity: ColumbiaState: SCZIP: 29208-**EMAIL:** mdadams@fmc.sc.edu**TELEPHONE:** 803-777-0981**FAX:** 803- 777-0484**PRE-BID CONFERENCE:** Yes ☒ No ☐**MANDATORY ATTENDANCE:** Yes ☐ No ☒**PRE-BID DATE:** 5/13/2015 **TIME:** 10:00 am**PLACE:** 743 Greene Street, Columbia, SC, Conference Room #53**BID CLOSING DATE:** 5/27/2015**TIME:** 2:00 pm**PLACE:** 743 Greene Street, Columbia, SC, Conference Room #53**BID DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: Michelle Adams743 Greene StreetColumbia, South Carolina 29208**MAIL SERVICE:**Attn: Michelle Adams743 Greene StreetColumbia, South Carolina 29208**IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)**Yes ☒No ☐**APPROVED BY:** \_\_\_\_\_*(OSE Project Manager)***DATE:** \_\_\_\_\_

# Cover Sheet

## **AIA Document A701-1997 Instructions to Bidders**

Original AIA Document on file at:

Studio 2LR, Inc.  
801 Gervais Street, Suite 201  
Columbia, SC 29201



**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****AGENCY:** University of South Carolina**PROJECT NAME:** USC Longstreet Theatre Exterior Repairs**PROJECT NUMBER:** H27-6100-G**PROJECT LOCATION:** 1300 Greene St, Columbia, SC 29208**PROCUREMENT OFFICER:** Michelle Adams**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1** These Standard Supplemental Instructions to Bidders amend or supplement Instructions to Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.
- 1.2** Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.
- 1.3** All provisions of the 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 Notice of Intent to Award (SE-370), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

**2.2** *In Section 1.8, delete the words “and who meets the requirements set forth in the Bidding Documents”.***2.3** *In Section 2.1, delete the word “making” and substitute the word “submitting.”***2.4** *In Section 2.1.1:*

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

*Insert the following at the end of this section:*

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

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

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

**2.6** *Insert the following Sections 2.2 through 2.6:***2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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- 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—
    - a. Those prices;
    - b. The intention to submit an bid; or
    - c. 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 a 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.
    - a. 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.a, the term "principals" means the person(s) in the bidder's organization responsible for determining the prices offered in this bid];
    - b. As an authorized agent, does certify that the principals referenced in subdivision B.2.a 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
    - c. 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-
  - a. Bidder and/or any of its Principals-
    - (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - (ii) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (iii) 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.a.(ii) of this provision.
  - b. 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, Bidder 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.

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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 a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**2.5 ETHICS CERTIFICATE**

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

**2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS**

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.*** (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

**2.7 IRAN DIVESTMENT ACT CERTIFICATION**

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**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.



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**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.

**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.

**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.

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**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 identify only those subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

**2.23** *Delete Section 4.1.7 and substitute the following:*

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

**2.24** *Delete Section 4.2.1 and substitute the following:*

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

**2.25** *Delete Section 4.2.2 and substitute the following:*

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

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

**2.26** *Delete Section 4.2.3 and substitute the following:*

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

**2.27** *Insert the following Section 4.2.4:*

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

**2.28** *Delete Section 4.3.1 and substitute the following:*

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

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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.

**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.*

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

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**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."***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](http://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 (Available through SC Department of Revenue).

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

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**9.2 CONTRACTOR LICENSING**

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

**9.3 SUBMITTING CONFIDENTIAL INFORMATION**

For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidders's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

**9.4 POSTING OF INTENT TO AWARD**

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

**Room or Area of Posting:** Reception Area

**Building Where Posted:** Facilities Planning

**Address of Building:** 743 Greene Street, Columbia, South Carolina 29208

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

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

**9.5 PROTEST OF SOLICITATION OR AWARD**

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

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

A. by email to [protest-ose@mmo.sc.gov](mailto: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.

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

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**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**

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

**9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS**

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is 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**


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**END OF DOCUMENT**

# Cover Sheet

## **AIA Document A310-2010 Bid Bond**

Original AIA Document on file at:

Studio 2LR, Inc.  
801 Gervais Street, Suite 201  
Columbia, SC 29201



STUDIO **2LR** | ARCHITECTURE + INTERIORS

# SE-330

## LUMP SUM 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 NAME:** USC Longstreet Theatre Exterior Repairs  
**PROJECT NUMBER:** H27-6100 -G

## OFFER

**§ 1.** In response to the Invitation for Construction Services 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 11-35-3030(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:

*(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)*

**ADDENDA:**      ☐ #1      ☐ #2      ☐ #3      ☐ #4      ☐ #5

§ 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): Exterior Repairs to  
Longstreet Theatre.

\$ \_\_\_\_\_, which sum is hereafter called the Base Bid.  
(Bidder - insert Base Bid Amount on line above)



# SE-330

## LUMP SUM BID FORM

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

**ALTERNATE # 1** (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 # 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)

### § 6.3 UNIT PRICES:

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

| No. | ITEM  | Unit of Measure | ADD      | DEDUCT   |
|-----|-------|-----------------|----------|----------|
| 1.  | _____ | _____           | \$ _____ | \$ _____ |
| 2.  | _____ | _____           | \$ _____ | \$ _____ |
| 3.  | _____ | _____           | \$ _____ | \$ _____ |
| 4.  | _____ | _____           | \$ _____ | \$ _____ |
| 5.  | _____ | _____           | \$ _____ | \$ _____ |
| 6.  | _____ | _____           | \$ _____ | \$ _____ |

**SE-330****LUMP SUM 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 Classification work listed:

| <b>SUBCONTRACTOR<br/>CLASSIFICATION</b><br>By License Classification<br>and/or Subclassification<br><i>(Completed by Owner)</i> | <b>SUBCONTRACTOR'S<br/>PRIME CONTRACTOR'S<br/>NAME</b><br><i>(Must be completed by Bidder)</i> | <b>SUBCONTRACTOR'S<br/>PRIME CONTRACTOR'S<br/>SC LICENSE NUMBER</b><br><i>(Requested, but not Required)</i> |
|---|--|---|
| <b>BASE BID</b>   |  |   |
| N/A   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
| <b>ALTERNATE #1</b>   |  |   |
| N/A   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
| <b>ALTERNATE #2</b>   |  |   |
| N/A   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
| <b>ALTERNATE #3</b>   |  |   |
| N/A   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |

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

**SE-330****LUMP SUM BID FORM****INSTRUCTIONS FOR  
SUBCONTRACTOR LISTING**

1. Section 7 of the Bid Form sets forth a list of subcontractor classifications for which Bidder is required to identify by name the subcontractor(s) Bidder will use to perform the work of each listed classification. 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 classifications 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 classification 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 classification.
5. If Bidder intends to use multiple subcontractors to perform the work of a single classification 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 classification listing and to use one or more subcontractors to perform the remaining work for that classification 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 classification listing, Bidder must clearly set forth on the Bid Form such intent. Bidder may accomplish this by simply inserting the word **"and"** between the names of each entity listed for that classification. 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 Form 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 classification will render the Bid non-responsive.

# SE-330

## LUMP SUM 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 Construction Services, 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 60 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 amount 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 amount 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 laws 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 FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION****SC Contractor's License Number(s):** \_\_\_\_\_**Classification(s) & Limits:** \_\_\_\_\_**Subclassification(s) & Limits:** \_\_\_\_\_

**By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the Instructions to Bidders, is expressly incorporated by reference.**

**BIDDER'S LEGAL NAME:** \_\_\_\_\_**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_**EMAIL:** \_\_\_\_\_**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_**PRINT NAME:** \_\_\_\_\_**TITLE:** \_\_\_\_\_

# Cover Sheet

## **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



STUDIO **2LR** | ARCHITECTURE + INTERIORS

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

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**AGENCY:** University of South Carolina**PROJECT NAME:** USC Longstreet Theatre Exterior Repairs**PROJECT NUMBER:** H27-6100-G

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**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 3.3 and substitute the following:*

**3.3** The Contract Time as provided in Section 9(a) of the Bid Form (SE-330) for this Project shall be measured from the Date of Commencement. 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%).”*

**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.”*

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

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

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

**Name:** Tom Opal

**Title:** Assistant Director, Facilities Design and Construction

**Address:** 743 Greene Street, Columbia, South Carolina 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:** Michelle Adams

**Title:** Procurement Manager

**Address:** 743 Greene Street, Columbia, South Carolina

**Telephone:** 803-777-0981

**FAX:** 803-777-0484

**Email:** mdadams@fmc.sc.edu

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**2.14** *Add the following Section 8.6.1:*

**8.6.1** The Architect's representative:

**Name:** Wes Lyles, AIA LEED AP

**Title:** President

**Address:** 801 Gervais Street, Suite 201

**Telephone:** 803-233-6602

**FAX:** 803-233-6613

**Email:** wlyles@studio2lr.com



**OSE FORM 00501**

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

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

**Invitation for Construction Services (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)**

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

**END OF DOCUMENT**

# Cover Sheet

## **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



STUDIO **2LR** | ARCHITECTURE + INTERIORS

# OSE FORM 00811

## STANDARD SUPPLEMENTARY CONDITIONS

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**AGENCY:** University of South Carolina

**PROJECT NAME:** USC Longstreet Theatre Exterior Repairs

**PROJECT NUMBER:** H27-6100 -G

### 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.

**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.

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS**

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**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.

**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.

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS**

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**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 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.

# **OSE FORM 00811** **STANDARD SUPPLEMENTARY CONDITIONS** ---

**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."*

**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 which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

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

including loss of use resulting therefrom,

**3.31** *Delete Section 4.1.1 and substitute the following:*

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

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

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

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

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

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

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

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

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

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

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS**

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

If either party disputes the Architect's 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 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 to 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 in Section 5.2.3.

**3.44** *Add the following Section 5.2.6:*

**5.2.6** The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>. Consistent with Section 11-57-330(B), the Contractor shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

**3.45** *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 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

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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.

**3.46** *Delete the last sentence of Section 5.4.1.*

**3.47** *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.

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

**3.49** *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.

**3.50** *Delete Section 7.2.1 and substitute the following:*

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

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

**3.51** *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.



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**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 expenditure 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.

**3.52** *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.

**3.53** *Delete Section 7.3.7 and substitute the following:*

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

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

**3.54** *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.

**3.55** *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:

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- .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.

**3.56** 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.

**3.57** 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.

**3.58** 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.

**3.59** 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

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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.

**3.60** *Delete Section 9.3.1 and substitute the following:*

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

**3.61** *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.

**3.62** *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,"*

**3.63** *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.

**3.64** *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

**3.65** *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.

**3.66** *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 have been delivered to the Owner.

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

**3.68** *Delete Section 9.8.3 and substitute the following:*

**9.8.3.1** Upon receipt of the Contractor’s list, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of reinspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor.

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

**3.69** *In the second sentence of Section 9.8.5, delete the words “and consent of surety, if any.”*

**3.70** *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.”*

**3.71** *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.

**3.72** *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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**3.73** 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.

**3.74** 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.

**3.75** 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.

**3.76** 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.

**3.77** 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.

**3.78** 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.

**3.79** 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

**3.80** Delete the language of Section 10.3.6 and substitute the word "Reserved."**3.81** 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.

**3.82** 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.

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| <b>(1) COMMERCIAL GENERAL LIABILITY:</b>   |   |
| (a) General Aggregate (per project) .....  | <u>\$1,000,000</u>                      |
| (b) Products/Completed Operations .....  | <u>\$1,000,000</u>                      |
| (c) Personal and Advertising Injury .....  | <u>\$1,000,000</u>                      |
| (d) Each Occurrence .....  | <u>\$1,000,000</u>                      |
| (e) Fire Damage (Any one fire) .....   | <u>\$50,000</u>                         |
| (f) Medical Expense (Any one person) .....   | <u>\$5,000</u>                          |
| <b>(2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):</b> |   |
| (a) Combined Single Limit .....  | <u>\$1,000,000</u>                      |
| <b>(3) WORKER'S COMPENSATION:</b>  |   |
| (a) State Statutory  |   |
| (b) Employers Liability .....  | <u>\$100,000 Per Acc.</u>               |
| .....  | <u>\$500,000 Disease, Policy Limit</u>  |
| .....  | <u>\$100,000 Disease, Each Employee</u> |

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

**3.83** Delete Section 11.1.3 and substitute the following:

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

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

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner a Consultants as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Owner as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**3.84** 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.

**3.85** *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.

**3.86** Delete the language of Section 11.3.1.2 and substitute the word “Reserved.”

**3.87** Delete the language of Section 11.3.1.3 and substitute the word “Reserved.”

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**3.88** *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.

**3.89** *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.

**3.90** *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.

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

**3.92** *Delete Section 11.3.6 and substitute the following:*

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

**3.93** *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.

**3.94** *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 mortgage clause and of Section 11.3.10.

**3.95** *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.

**3.96** *Delete Section 11.3.10 and substitute the following:*

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

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**3.97** *Delete Section 11.4.1 and substitute the following:*

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

**3.98** *Delete Section 11.4.2 and substitute the following:*

**11.4.2** The Performance and Labor and Material Payment Bonds shall:

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

**3.99** *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.

**3.100** *Delete Section 12.1.1 and substitute the following:*

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

**3.101** *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.***3.102** *In Section 12.2.2.3, add the following to the end of the sentence:*

unless otherwise provided in the Contract Documents.

**3.103** *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.

**3.104** *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.

**3.105** *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.



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## STANDARD SUPPLEMENTARY CONDITIONS

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**3.106** *Delete Section 13.3 and substitute the following:*

### **13.3 WRITTEN NOTICE**

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

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

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

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

Unless expressly provided otherwise,

**3.108** *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
- 15.6.5** Service of Process

**3.109** *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.

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

**3.111** *Add the following Sections 13.8 through 13.16:*

### **13.8 PROCUREMENT OF MATERIALS BY OWNER**

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

### **13.9 INTERPRETATION OF BUILDING CODES**

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

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS**

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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](http://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)

**3.112 Delete Section 14.1.1 and substitute the following:**

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

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

# **OSE FORM 00811** **STANDARD SUPPLEMENTARY CONDITIONS** ---

**3.113** *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.

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

**3.115** *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.

**3.116** *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.*

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

**3.118** *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.

**3.119** *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.

**3.120** *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.

**3.121** *Delete Section 14.4.2 and substitute the following:*

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

- .1** cease operations as directed by the Owner in the notice;
- .2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4** complete the performance of the Work not terminated, if any.

**3.122** *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.

**3.123** *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.

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**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.

**3.124** *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.

**3.125** *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.

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

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

**3.127** *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.

**3.128** *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) 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 and days the contractor was already scheduled to work. 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.

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**3.129** *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.

**15.1.6.3** 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).

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

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

**3.131** *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.***3.132** *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.

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- 15.5.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.
- 15.5.5** The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.
- 15.5.6** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**15.6 DISPUTE RESOLUTION**

- 15.6.1** If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.
- 15.6.2** If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States 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.

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**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.

**3.133 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)*  
 The inspections required for this Work are:

*(Indicate which services are required and the provider)*

- ☐ Civil: \_\_\_\_\_  
☐ Structural: \_\_\_\_\_  
☐ Mechanical: \_\_\_\_\_  
☐ Plumbing: \_\_\_\_\_  
☐ Electrical: \_\_\_\_\_  
☐ Gas: \_\_\_\_\_  
☐ Other *(list)*: \_\_\_\_\_

Remarks: Special Inspections are not required.

**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)*

Electronic shop drawings should be emailed to admin@studio2lr.com. Include name of project and specification section number. If submittals are mailed/delivered send to Studio 2LR, 801 Gervais Street, Suite 201, Columbia, South Carolina 29201. Submittal needs to include a transmittal with name of project and specification number.

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

None

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

None

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

None

Project Name: USC Longstreet Theatre Exterior Repairs

Project Number: H27-6100 -G

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 \_\_\_\_\_



## USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

### WORK AREAS

1. The Contractor shall maintain the job site in a safe manner at all times. This includes (but is not limited to) the provision and/or maintenance of lighting, fencing, barricades around obstructions, and safety and directional signage.
2. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies, stairs and exterior walks. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the work area. Providing safe, accessible, plywood-shielded pedestrian ways around construction may be required if a suitable alternative route is not available.
3. 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. The lay-down area will be clearly identified to the contractor by the Project Manager, with a sketch or drawing provided to USC Parking Services. In turn, Parking Services will mark off this area with a sign containing the project name, Project Manager's 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 Project Manager. The area will be maintained in a neat and orderly fashion.
4. Work vehicles parked in the lay down area (or designated parking areas) will be clearly marked and display a USC-furnished placard for identification. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage. Refer to the CAMPUS VEHICLE EXPECTATIONS (below) for additional information.
5. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied on a regular basis. 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.
6. The Contractor shall be responsible for erosion and sediment control measures where ground disturbances are made.

### PROJECT FENCING

7. All construction projects with exterior impacts shall have construction fencing at the perimeter. Fencing shall be 6' chain link with black or green privacy fabric (80-90% blockage). For fence panels with footed stands, sandbag weights shall be placed on the inside of the fence. Ripped sandbags shall be replaced immediately.
8. For projects with long fencing runs and/or high profile locations, decorative USC banners shall be used on top of privacy fabric; banners should be used at a ratio of one banner for every five fence panels. USC Project Manager will make arrangements for banner delivery for Contractor to hang.
9. The use of plastic safety fencing is discouraged and shall only be used on a temporary basis (less than four weeks) where absolutely necessary. Safety fencing shall be a neon yellow-green, high-

visibility fencing equal to 'Kryptonight' by Tenax. Safety fencing shall be erected and maintained in a neat and orderly fashion throughout the project.

10. Vehicles and all other equipment shall be contained within a fenced area if they are on site for more than 3 consecutive calendar days.

#### BEHAVIOR

11. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited.
12. 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.
13. Contractor's employees must adhere to the University's policy of maintaining a drug-free and tobacco-free campus.

#### HAZARDOUS MATERIALS & SAFETY COMPLIANCE

14. A USC Permit to Work must be signed prior to any work being performed by the general contractor or sub-contractor(s).
15. 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). Upon request, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
16. Contractor must notify the University immediately upon the discovery of suspect material which may contain asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
17. In the event of an OSHA inspection, the Contractor shall immediately call the Facilities Call Center, 803-777-4217, and report that an OSHA inspector is on site. An employee from USC's Safety Unit will arrive to assist in the inspection.

#### LANDSCAPE & TREE PROTECTION

18. In conjunction with the construction documents, the USC Arborist shall direct methods to minimize damage to campus trees. Tree protection fencing is required to protect existing trees and other landscape features to be affected by a construction project. The location of this fence will be evaluated for each situation with the USC Arborist, Landscape Architect and Project Manager. Tree protection fencing may be required along access routes as well as within the project area itself. Fence locations may have to be reset throughout the course of the project.
19. The tree protection fence shall be 6' high chain link fence with 80-90% privacy screening unless otherwise approved by USC Arborist and/or Landscape Architect. If the tree protection fence is completely within a screened jobsite fence perimeter, privacy fabric is not required. In-ground fence posts are preferred in most situations for greater protection. If utility or pavement conflicts are present, fence panels in footed stands are acceptable. See attached detail for typical tree protection fencing.
20. No entry, vehicle parking, 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.

21. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following protective measures shall be taken:
  - a. For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over 4" of mulch.
  - b. For single loads over 9,000 lbs., two layers of 3/4" plywood shall be placed over 4" of mulch.
  - c. Plywood sheets shall be replaced as they deteriorate or delaminate with exposure.
  - d. For projects requiring heavier loads, a construction entry road consisting of 10' X 16' oak logging mats on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
22. Damage to any trees during construction shall be assessed by the USC Arborist, who will stipulate what action will be taken for remediation of damage. The cost of any and all remediation will be assumed by the contractor at no additional cost to the project. Compensation for damages may be assessed up to \$500 per caliper inch of tree (up to 8") and \$500 per inch of diameter at breast height (for trees over 8").
23. Damage to trunks and limbs, as well as disturbance of the root zone under the dripline of tree, including compaction of soil, cutting or filling, or storage of materials, shall qualify as damage and subject to remediation.
24. Any damage to existing pavements or landscaping (including lawn areas and irrigation) will be remediated before final payment is made.

#### TEMPORARY FACILITIES

25. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
26. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

#### CAMPUS KEYS

27. 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.

#### WELDING

28. A welding (hot work) permit must be issued by the University Fire Marshall before any welding can begin inside a building. The USC Project Manager will coordinate.

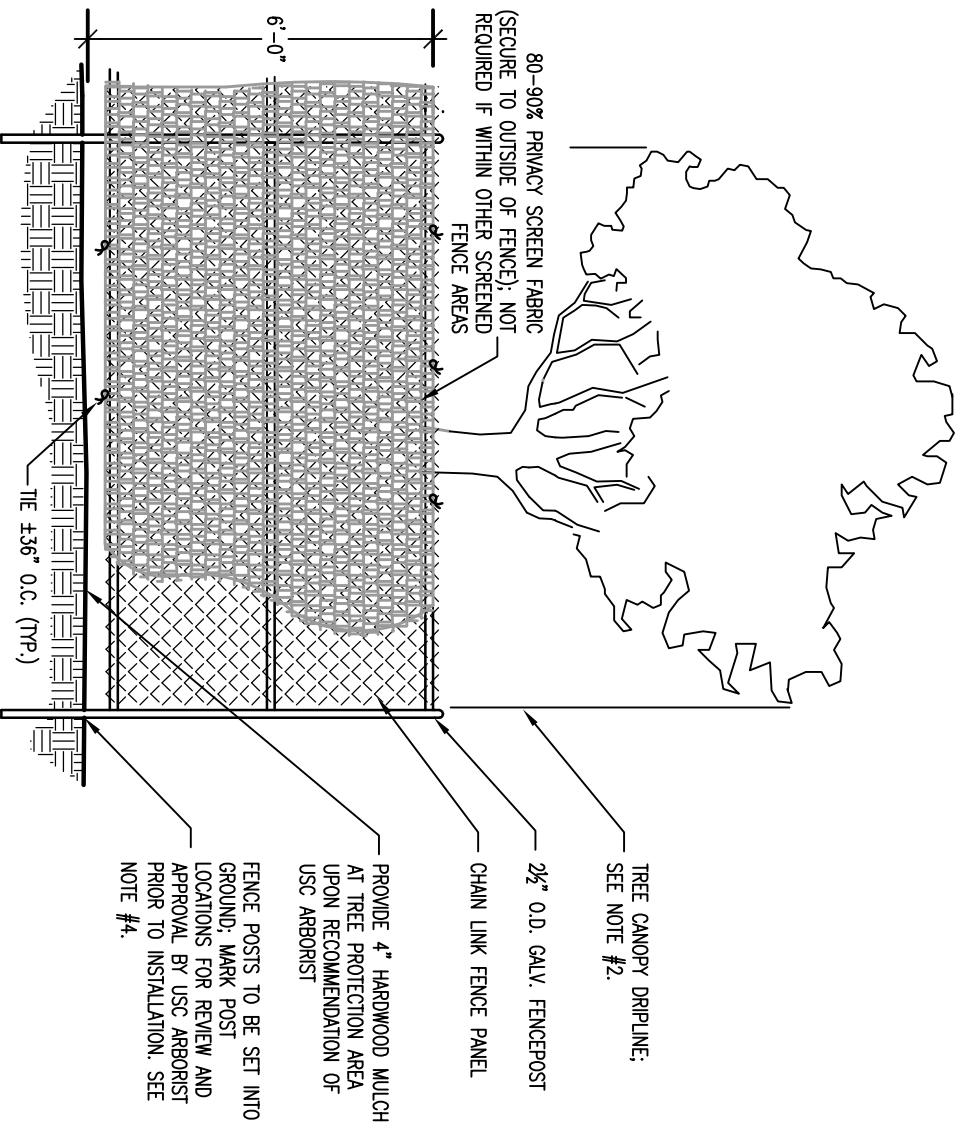
#### PROJECT EVALUATION & CLOSE-OUT

29. For all projects over \$100,000, including IDCs, a Contractor Performance Evaluation (SE 397) will be 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 by the USC Project Manager and a Construction Performance rating will be established.
30. 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.

#### CAMPUS VEHICLE EXPECTATIONS

31. Personal vehicles must be parked in the perimeter parking lots or garages. Temporary parking permits can be obtained at the Contractor's expense at the USC Parking Office located in the Pendleton Street parking garage.
32. All motorized vehicle traffic on USC walkways and landscape areas must be approved by the USC Project Manager and Parking Division, have a USC parking placard, and be parked within the approved laydown area. Violators may be subject to ticketing, towing and fines.
33. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
34. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held responsible for damages and restoration expense.
35. 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.
36. All drivers of equipment and vehicles shall be respectful of University landscape, equipment, structures, fixtures and signage.
37. All incidents of property damage shall be reported to Parking Services or the Work Management Center.



## TREE PROTECTION FENCING (IN-GROUND) WITH SCREENING

### NOTES:

1. PROVIDE PROTECTION FENCING FOR ALL TREES WITHIN AREA OF DISTURBANCE AND CONSTRUCTION ACCESS.
2. PROTECTION FENCING SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.
3. PROTECTION FENCING TO BE PLACED AT THE OUTSIDE OF THE CANOPY DRIPLINE, OR AT A DISTANCE OF ONE FOOT PER ONE INCH OF TREE DIAMETER, MEASURED AT BREAST HEIGHT, WHICHEVER IS LARGER, UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY UNIVERSITY ARBORIST.
4. IN-GROUND POSTS ARE STANDARD. IF EXISTING ROOTS, UTILITIES OR PAVEMENT PRECLUDE USE OF IN-GROUND POSTS, FOOTED STANDS ARE ACCEPTABLE. SAND BAGS SHALL BE PLACED ON THE INSIDE OF FENCE.
5. DAMAGE TO ANY TREES DURING CONSTRUCTION SHALL BE ASSESSED BY UNIVERSITY ARBORIST AND THE UNIVERSITY ARBORIST SHALL STIPULATE WHAT ACTION WILL BE TAKEN FOR REMEDIATION OF DAMAGE. THE COST OF ANY AND ALL REMEDIATION WILL BE ASSUMED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
6. DISTURBANCE OF ROOT ZONE UNDER DRIPLINE OF TREE, INCLUDING COMPACTION OF SOIL, CUTTING OR FILLING OR STORAGE OF MATERIALS SHALL QUALIFY AS DAMAGE AND SUBJECT TO REMEDIATION.

# SE-355

## 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: \_\_\_\_\_

Address: \_\_\_\_\_

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: USC Longstreet Theatre Exterior Repairs

State Project Number: H27-6100-G

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: Gutter repairs, gable flashing repairs, stucco repairs.

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

Name: Studio 2LR, Inc.

Address: 801 Gervais Street, Suite 201

Columbia, South Carolina 29201

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

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

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2**  
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** \_\_\_\_\_

### CONTRACTOR

**By:** \_\_\_\_\_  
(Seal)

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

### SURETY

**By:** \_\_\_\_\_  
(Seal)

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)*

**Witness:** \_\_\_\_\_

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

**SE-355****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 be those of the Contractor 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 & 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 CarolinaAddress: 743 Greene StreetColumbia, South Carolina 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: \_\_\_\_\_

State Project Number: \_\_\_\_\_

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: \_\_\_\_\_

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A-E)*Name: Studio 2LR, Inc.Address: 801 Gervais Street, Suite 201Columbia, South Carolina 29208

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** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)***BOND NUMBER** \_\_\_\_\_**CONTRACTOR****By:** \_\_\_\_\_  
(Seal)**Print Name:** \_\_\_\_\_**Print Title:** \_\_\_\_\_**Witness:** \_\_\_\_\_**SURETY****By:** \_\_\_\_\_  
(Seal)**Print Name:** \_\_\_\_\_**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)***Witness:** \_\_\_\_\_*(Additional Signatures, if any, appear on attached page)*



## **LABOR AND MATERIAL PAYMENT BOND**

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(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.

SE-380

CHANGE ORDER NO.: \_\_\_\_\_

**CHANGE ORDER TO CONSTRUCTION CONTRACT**AGENCY: University of South CarolinaPROJECT NAME: USC Longstreet Theatre Exterior RepairsPROJECT NUMBER: H27-6100-G

CONTRACTOR: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

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: | \$ |         |
| 3. Contract Sum prior to this Change Order                      |    | \$ 0.00 |
| 4. Amount of this Change Order:                                 | \$ |         |
| 5. New Contract Sum, including this Change Order:               |    | \$ 0.00 |

**ADJUSTMENTS IN THE CONTRACT TIME:**

|  |  |      |
|--|--|------|
| 1. Original Substantial Completion Date:                       |  |      |
| 2. Sum of previously approved increases and decreases in Days: |  | Days |
| 3. Change in Days for this Change Order                        |  | 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 of: \$ \_\_\_\_\_
- ☐ Change is not within Agency Construction Procurement Certification of: \$ \_\_\_\_\_

**Office of the State Engineer Authorization for change exceeding Agency Construction Procurement Certification:**AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(OSE Project Manager)

# Cover Sheet

## Technical Specifications



## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification:

- B. Owner: University of South Carolina

1. University of South Carolina Owner's Representative: Christian Mergner, USC Project Manager, Facilities Design & Construction, 743 Greene Street | Columbia SC 29208

- C. Architect: Studio 2LR

1. Architect's Representative: Wes Lyles, Studio 2LR, 801 Gervais Street, Suite 201, Columbia, SC 29201

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Gutter repairs, clean and reseal joints at stairs, stucco repairs at wing walls of stairs, install washes and waterproof tops of all columns at North Portico, Repair flashing on North Gable and South Gables, Repair spalling of stucco at two columns at North Portico, foundation wall repair under North Portico, repair existing drain line under Southeast corner planter box.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.5 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to each building being renovated.
  - 2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances 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 by construction operations.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

#### 1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

#### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. Comply with Owner's representative for restricted access to individual buildings.

- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 7 p.m., Monday through Friday, unless otherwise indicated.
  - 1. Weekend Hours: permitted with prior permission from Owner's representative.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
  - 3. Demolition that creates noise, vibrations and odors must be done after normal building operation hours or during weekends. Carefully coordinate with Owner.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug, sexual predator and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.
  - 2. Provide Owner with copies of background checks for all personnel working on Project site.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations [published as part of the U.S. National CAD Standard] [and] [scheduled on Drawings].
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.



- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

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

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary,"

## 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of **AIA Document G703**.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of **five** percent of the Contract Sum.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 25 of the month. The period covered by each Application for Payment is one month, ending on the **last day of the month**.
- D. Application for Payment Forms: Use **AIA Document G702 and AIA Document G703** as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.



3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to **Architect** by a method ensuring receipt **within 24 hours**. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. List of Contractor's staff assignments.

6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Initial progress report.
  9. Report of preconstruction conference.
  10. Certificates of insurance and insurance policies.
  11. Performance and payment bonds.
  12. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in

attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.

- f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect [and Construction Manager] in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 7 days if Contractor disagrees with response.
  - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner [, Construction Manager,] and Architect, within three days of the meeting.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.



3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Resolution of BIM component conflicts.
    - 4) Status of submittals.
    - 5) Deliveries.
    - 6) Off-site fabrication.
    - 7) Access.
    - 8) Site utilization.
    - 9) Temporary facilities and controls.
    - 10) Progress cleaning.
    - 11) Quality and work standards.
    - 12) Status of correction of deficient items.
    - 13) Field observations.
    - 14) Status of RFIs.
    - 15) Status of proposal requests.
    - 16) Pending changes.
    - 17) Status of Change Orders.
    - 18) Pending claims and disputes.
    - 19) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Site condition reports.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.

#### 1.5 QUALITY ASSURANCE

#### 1.6 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each building or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  - 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

- a. Submittals.
  - b. Purchases.
  - c. Fabrication.
  - d. Deliveries.
  - e. Installation.
  - f. Adjusting.
5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- D. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of separate contractors at Project site.
  2. Approximate count of personnel at Project site.

3. Equipment at Project site.
  4. Material deliveries.
  5. High and low temperatures and general weather conditions, including presence of rain or snow.
  6. Accidents.
  7. Meetings and significant decisions.
  8. Unusual events (see special reports).
  9. Stoppages, delays, shortages, and losses.
  10. Meter readings and similar recordings.
  11. Emergency procedures.
  12. Orders and requests of authorities having jurisdiction.
  13. Change Orders received and implemented.
  14. Construction Change Directives received and implemented.
  15. Services connected and disconnected.
  16. Equipment or system tests and startups.
  17. Partial completions and occupancies.
  18. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
  - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    - g. Unique sequential identifier keyed to accompanying key plan.

### PART 2 - PRODUCTS

#### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for purchasing.
    - i. Scheduled dates for installation.
    - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.

- m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. Submit Product Data before or concurrent with Samples.
  5. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned



- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports

on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of

reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

## SECTION 013591 - HISTORIC TREATMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Section 040513: Mortars for Repairs and Repointing
- C. Section 071416: Cold Fluid-Applied Waterproofing
- D. Section 076200: Sheet Metal Flashing and Trim
- E. Section 079200: Joint Sealants
- F. Section 090120: Stucco Repairs and Replacement
- G. Section 099000: Architectural Coatings
- H. All work shall be performed in accordance with the "Secretary of the Interior's Standards for Rehabilitation, "U.S. Department of the Interior, National Park Service, 1995."

#### 1.2 SUMMARY

- A. This project involves the repair of an historic building. Treat the building respectfully. Carefully inspect existing conditions and treat existing materials as irreplaceable. Do not remove, alter or disfigure any existing materials, elements or finishes, unless indicated on the Drawings, specified herein, or directed by the Architect.
- B. Section includes general protection and treatment procedures for designated historic spaces, rooms, areas, and surfaces in the entire Project, including general project guidelines, selected historic preservation resources and the following specific work:
  - 1. General Historic Treatment Procedures.
- C. Codes and standards set forth by:
  - 1. All work shall be performed in accordance with the "Secretary of the Interior's Standards for Rehabilitation, "U.S. Department of the Interior, National Park Service, 1995."

#### 1.3 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.

- C. Existing to Remain: Existing items that are not to be removed or dismantled.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance which are important to the successful preservation, rehabilitation, restoration, and reconstruction as determined by Architect.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Reconstruct: To remove existing item, replicate damaged or missing components, and reinstall in original position.
- G. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- H. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- I. Remove: Specifically for historic spaces, areas, rooms, and surfaces, the term means to detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.
- J. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- K. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- L. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- M. Reproduce: To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.
- N. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results included in the Treatment Philosophy.
- O. Retain: To keep existing items that are not to be removed or dismantled.
- P. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- Q. Salvage: To protect removed or dismantled items and deliver them to Owner.
- R. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- S. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 COORDINATION

- A. Coordinate historic treatment procedures in this Section with public circulation patterns at Project site. Some work is near public circulation patterns. Public circulation patterns cannot be

closed off entirely, and in certain locations can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly. Coordinate with owner when blocking sidewalks and public circulation.

- B. Historic Treatment Subschedule: A construction schedule coordinating the sequencing and scheduling of historic treatment work for entire Project, including each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces; and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for historic treatment work.
1. Schedule construction operations in sequence required to obtain best historic treatment results.
  2. Coordinate sequence of historic treatment work activities to accommodate the following:
    - a. Other known work in progress.
    - b. Tests and inspections.
  3. Detail sequence of historic treatment work, with start and end dates.
  4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
  5. Use of stairs.
  6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

## 1.5 PROJECT MEETINGS FOR HISTORIC TREATMENT

- A. Preliminary Historic Treatment Conference: Before starting historic treatment work, Construction manager will conduct conference at Project site.
1. Attendees: In addition to representatives of the Owner, Construction Manager, Architect and Contractor, historic treatment specialists, and installers who work interfaces with or affects historic treatment shall be represented at the meeting.
  2. Agenda: Discuss items of significance that could affect progress of historic treatment work, including review of the following:
    - a. Historic Treatment Subschedule: Discuss and finalize; verify availability of materials, historic treatment specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Fire-prevention plan.
    - c. Governing regulations.
    - d. Areas where existing construction is to remain and the required protection.
    - e. Hauling routes.
    - f. Sequence of historic treatment work operations.
    - g. Storage, protection, and accounting for salvaged and specially fabricated items.
    - h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
    - i. Qualifications of personnel assigned to historic treatment work and assigned duties.
    - j. Requirements for extent and quality of work, tolerances, and required clearances.
    - k. Methods and procedures related to historic treatments, including product manufacturers' written instructions and precautions regarding historic treatment procedures and their effects on materials, components, and vegetation.
    - l. Embedded work such as flashings and lintels, special details, collection of wastes, protection of occupants and the public, and condition of other construction that affect the Work or will affect the work.
  3. Reporting: Construction Manager will record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

4. Removal and Dismantling:

- a. Inspect and discuss condition of construction to be removed or dismantled.
- b. Review requirements of other work that relies on substrates exposed by removal and dismantling work.

1.6 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
  1. Carefully dismantle and salvage each item or object and protect it from damage, then promptly deliver it to Owner where directed.
  2. Coordinate with Owner's Conservator, who will establish special procedures for dismantling and salvaging.

1.7 SUBMITTALS

- A. Construction Schedule for Historic Treatments: Indicate for entire Project the following for each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces:
  1. Detailed sequence of historic treatment work, with starting and ending dates, coordinated with Owner's continuing operations and other known work in progress.
  2. Utility Services: Indicate how long utility services will be interrupted (if applicable). Coordinate shutoff, capping, and continuation of utility services.
  3. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use. Do not use such equipment without Contractor's professional engineer's certification that the structure can support the imposed loadings without damage.
- B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by Contractor's historic treatment operations.
  1. All areas should be photographed before historic preservation treatment begins and submitted to Owner and Architect of Record.
- C. Historic Treatment Qualifications: Submit qualifications and list of previous projects for all subcontractors to perform Work on the structure during this project.
- D. Historic Treatment Program: Submit before work begins.
- E. Fire-Prevention Plan: Submit before work begins.
- F. Inventory of Salvaged Items: After removal or dismantling work is complete, submit a list of items that have been salvaged.

1.8 QUALITY ASSURANCE

- A. **Historic Treatment Specialist Qualifications: An experienced firm regularly engaged in historic treatments similar in nature, materials, design, and extent to this work as specified in each section, and that has completed a minimum of five recent projects with**

**a record of successful in-service performance that demonstrate the firm's qualifications to perform this work.**

- 1. Field Supervisor Qualifications: Full-time supervisors with 5 years' experience in historic treatment work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on Project site during times that historic treatment work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.**
    - 2. Worker Qualification: Persons who are experienced in historic treatment work of types they will be performing with a minimum of 5 years' experience on similar projects of this nature.**
  - B. Historic Removal and Dismantling Specialist Qualifications: A qualified historic treatment specialist. General selective demolition experience is not sufficient experience for historic removal and dismantling work.
  - C. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections.
    1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
    2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
  - D. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-prevention devices during each phase or process. Coordinate plan with Architect's fire-protection equipment and requirements. Include each fire watch's training, duties, and authority to enforce fire safety.
  - E. Regulatory Requirements: Comply with notification regulations of authorities having jurisdiction before beginning removal and dismantling work. Comply with hauling and disposal regulations of authorities having jurisdiction.
  - F. Standards: Comply with ANSI/ASSE A10.6.
- 1.9 STORAGE AND PROTECTION OF HISTORIC MATERIALS
- A. The historic importance of the material or feature shall be determined by the Architect before the start of Work. The item's merit, in terms of age, uniqueness of design, materials, size, technological developments, association with persons or events, exceptional workmanship or design qualities, must be understood before decisions regarding repair, maintenance, and preservation can be made.
  - B. Salvaged Historic Materials:
    1. Clean only loose debris from salvaged historic items unless more extensive cleaning is indicated.
    2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
    3. Store items in a secure area until delivery to Owner.
    4. Transport items to Owner's storage area designated by the Owner.



5. Protect items from damage during transport and storage.

C. Historic Materials for Reinstallation:

1. Repair and clean historic items as indicated and to functional condition for reuse.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make item functional for use indicated.

D. Existing Historic Materials to Remain:

1. Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
2. Protect with temporary protections and construction.
3. Do not deface or remove existing materials.
4. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by the Architect.

E. Storage and Protection: When taken from their existing locations, catalog and store historic items within a weathertight enclosure where they are protected from wetting by rain, snow, condensation, or ground water, and from freezing temperatures.

1. Identify each item with a nonpermanent mark to document its original location. Indicate original locations on plans elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

## 1.10 PROJECT CONDITIONS

- A. General Size Limitation in Historic Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches (300 mm) or more.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.
- C. Hazardous Materials: Hazardous materials are present in construction affected by removal and dismantling work.
1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  3. If unanticipated asbestos is suspected, stop work in the area of potential hazard, shut off fans and other airhandlers ventilating the area, and rope off area until the questionable material is identified. Re-assign workers to continue work in unaffected areas. Resume work in the area of concern after safe working conditions are verified.

- D. Storage or sale of removed or dismantled items on-site is not permitted unless otherwise indicated.
- E. Owner's approval is required for any change, addition, or removal of historic structural fabric or historic property.
- F. Ensure that supervisory personnel are on-site and on duty when historic preservation treatment work begins and during its process.

#### 1.11 FIELD CONDITIONS

- A. Size Limitations in Historic Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection.

#### 1.12 GENERAL HISTORIC TREATMENT PHILOSOPHY

- A. The principal aim of any work must be to halt the process of deterioration and stabilize the item's condition. Repair is a second option which becomes necessary only where preservation is not sufficient to ensure mid- to long-term survival. Repair should always be based on the fundamental principal of 'minimal disturbance'. Follow the procedures approved in the historic treatment program.
  - 1. Retain as much existing material as possible; repairing and consolidating rather than replacing.
  - 2. Use additional material or structure to reinforce, strengthen, prop, tie, and/or support existing material or structure.
  - 3. Use reversible processes wherever possible.
  - 4. Use of traditional materials and historically accurate repair and replacement techniques. New work should be distinguishable to the trained eye, on close inspection, from the old.
- B. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation photographs. Comply with requirements in Division 01 Section "Photographic Documentation."
- C. Ensure supervisory personnel are present when historic preservation treatment work begins and during its progress.
- D. Notify Architect of Record and Owner of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movements, or distortion.
- E. Where missing features are indicated to be repaired or replaced, provide features whose designs are based on accurate duplications rather than conjectural designs subject to the approval of the Owner and Architect of Record.
- F. Where work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- G. New or replacement materials/features will be permanently marked in an unobtrusive manner to distinguish them from the original fabric. The manner of identification and location of these marks shall be recorded in permanent building records.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall provide visible barriers and / or warning tape around the perimeter of the work area for visitor protection and shall also provide that nearby vehicles and adjacent structures will be protected from damage during the course of the work.

3.2 PROTECTION, GENERAL

3.3 EXAMINATION

- A. Survey of Existing Conditions: Record existing conditions by use of Record existing conditions by use of preconstruction photographs.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
- B. Perform surveys as the Work progresses to detect hazards resulting from historic treatment procedures.

3.4 PROTECTION, GENERAL

- A. Comply with temporary barrier requirements in Section 015000 "Temporary Facilities and Controls."
- B. Ensure that supervisory personnel are on-site and on duty when historic treatment work begins and during its progress.
- C. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide barricades, barriers, and temporary directional signage to exclude public from areas where historic treatment work is being performed.
  - 3. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of historic treatment work.
  - 4. Contain dust and debris generated by removal and dismantling work and prevent it from reaching the public or adjacent surfaces.
  - 5. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 6. Protect floors and other surfaces along haul routes from damage, wear, and staining.
- D. Temporary Protection of Historic Materials:
  - 1. Protect existing historic materials with temporary protections and construction. Do not deface or remove existing materials.

2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.
- E. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- F. Utility and Communications Services:
  1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by the historic treatment work before commencing operations.
  2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for the historic treatment work.
  3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- G. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
  1. Prevent solids such as stone or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from historic treatment work.
  2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

### 3.5 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemical cleaners and paint removers.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof, UV resistant, and will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials staining.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize and collect alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### 3.6 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following.

1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties entitled "Owner's Responsibility for Fire Protection."
  2. Remove and keep area free of combustibles including, rubbish, paper, waste, and chemicals, except to the degree necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
  3. Prohibit smoking by all persons within Project work and staging areas.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or highly combustible materials, including welding, torch-cutting, soldering, brazing, paint removal with heat, or other operations where open flames or implements utilizing high heat or combustible solvents and chemicals are anticipated:
1. Open-flame, welding or other high-heat equipment shall not be used on site under any circumstances unless previously approved by Architect. Notify Architect before each occurrence, indicating location of such work.
  2. Restrict heat-generating equipment to shop areas or outside the building.
  3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  6. Fire Watch: Before working with heat-generating equipment or highly combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows.
    - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    - d. Have fire watch perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work at each area of Project site to detect hidden or smoldering fires and to ensure that proper fire-prevention is maintained.
    - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire Extinguishers, Fire Blankets, and Rag Buckets: Maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire watch are trained in fire-extinguisher and blanket operation.

### 3.7 GENERAL HISTORIC TREATMENT

- A. Have historic treatment work performed only by qualified historic treatment specialists.

- B. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Project and Special Conditions.
- C. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- D. The principle aim of preservation work is to halt the process of deterioration and stabilize the item's condition, unless otherwise indicated. Repair is required where specifically indicated. The following procedures shall be followed.
  - 1. Retain as much existing material as possible; repair and consolidate rather than replace.
  - 2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
  - 3. Use reversible processes wherever possible.
  - 4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
  - 5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation photographs or video recordings. Comply with requirements in Section 013233 "Photographic Documentation."
- E. Prohibit smoking by personnel performing work on or near historic structures.
- F. Perform surveys of Project Site as the Work progresses to detect hazards resulting from historic treatment procedures.
- G. Notify Architect of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.
- H. Where missing features are indicated to be repaired or replaced, provide features whose designs are based on accurate duplications rather than on conjectural designs, subject to approval of Architect.
- I. Where Work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- J. Identify new and replacement materials and features with permanent marks hidden in the completed work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

END OF SECTION 01359

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

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

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.



- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

#### 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent
- B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  - 3. Owner-performed tests and inspections indicated in the Contract Documents
- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to

testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in

individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

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

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and



effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  - 8. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 10. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 11. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 12. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 14. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 15. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 16. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 17. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 18. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).

19. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
20. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
21. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
22. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
23. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
24. API - American Petroleum Institute; [www.api.org](http://www.api.org).
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
28. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
31. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
32. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASTM - ASTM International; (American Society for Testing and Materials International); [www.astm.org](http://www.astm.org).
35. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
36. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
37. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); [www.awpa.com](http://www.awpa.com).
40. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
43. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
44. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.com](http://www.bifma.com).
46. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bwfbadminton.org](http://www.bwfbadminton.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics & Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).

58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; [www.ec-central.org](http://www.ec-central.org).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
75. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
76. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
81. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
82. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
84. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
85. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
86. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
87. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
88. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
89. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
93. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
94. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
98. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
99. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).

100. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
101. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
106. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
107. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
108. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
113. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
116. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
119. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
120. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
121. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
122. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
123. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
124. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); [www.wmmpa.com](http://www.wmmpa.com).
126. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
128. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
129. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
130. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
131. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
132. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
133. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
134. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
135. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
136. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
137. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
138. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
139. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
140. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).

141. NFPA - NFPA; (National Fire Protection Association); [www.nfpa.org](http://www.nfpa.org).
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
144. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
145. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
148. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
149. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
150. NSF - NSF International; (National Sanitation Foundation International); [www.nsf.org](http://www.nsf.org).
151. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
152. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
154. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
155. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
156. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
158. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
159. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
160. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
161. SAE - SAE International; (Society of Automotive Engineers); [www.sae.org](http://www.sae.org).
162. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
163. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
164. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
165. SEFA - Scientific Equipment and Furniture Association; [www.sefalabs.com](http://www.sefalabs.com).
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
168. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
169. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
171. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
172. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
173. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
174. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
175. SRCC - Solar Rating and Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
176. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
177. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
178. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
179. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
180. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
181. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); [www.tileusa.com](http://www.tileusa.com).
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).

184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
186. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
187. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
188. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
189. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
192. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
193. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
194. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
195. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
196. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
197. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
198. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
199. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); [www.wicnet.org](http://www.wicnet.org).
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
203. WPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).

10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeia; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
3. CDHS - California Department of Health Services; (See CDPH).

4. CDPH - California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
5. CPUC - California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
6. SCAQMD - South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforests-service.tamu.edu>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200



## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "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, Architect, testing agencies, and authorities having jurisdiction.
- B. 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.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

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

- C. 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.

## 1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. 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. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## 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, 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. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V AC duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and ~~4-foot-~~ (1.2-m-) square tack and marker boards.
  - 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~~ (20 to 22 deg C).
  - 6. Lighting fixtures capable of maintaining average illumination of ~~20 fc~~ (215 lx) 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.

## 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 as specified in Section 011000 "Summary."
- 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. 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.
- C. 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.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) 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.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

- F. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  2. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
  3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  4. Insulate partitions to control noise transmission to occupied areas.
  5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  6. Protect air-handling equipment.
  7. Provide walk-off mats at each entrance through temporary partition.
- G. 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. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  4. 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.

### 3.5 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.

### 3.6 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. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. 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 Section 017700 "Closeout Procedures."

END OF SECTION 015000



## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 2. Section 014200 "References" for applicable industry standards for products specified.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

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

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

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

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

- B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles,

dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

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

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### 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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Coordination of Owner-installed products.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.

- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately



located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required,

- and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Adjust operating components for proper operation without binding.
- B. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Section 017300 "Execution" for progress cleaning of Project site.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
  - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
  - 1. Organize list of spaces in sequential order
  - 2. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect[ and Construction Manager].
    - d. Name of Contractor.
    - e. Page number.
  - 3. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.



## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials.
    - h. Remove labels that are not permanent.

- i. Leave Project clean and ready for occupancy.

- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 040513 – MORTARS FOR STRUCTURAL REPAIRS AND REPOINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 013591 Historic Treatment Procedures
- C. Section 040513 Masonry Surface Treatments
- D. Section 090120 Stucco Repairs and Replacement
- E. Codes and Standards set forth by:
  - 1. Preservation Brief #1, "The Cleaning and Waterproof Coating of Masonry Buildings" as published by the US National Park Service.
  - 2. Preservation Brief #2, "Repointing Mortar Joints in Historic Buildings" as published by the U. S. National Park Service.
  - 3. Brick Institute of America Applied Standards

#### 1.2 SUMMARY

- A. Work includes, all labor, materials, equipment, and services necessary to complete the work of repointing mortars as shown on the Drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but is not necessarily limited to, the following:
  - 1. Repair of North End Exterior Masonry Foundation Wall Below Portico
    - a. Reconstruction of wall where brick masonry has been removed.
    - b. On exposed masonry surrounding this area
      - 1) Ream out joints to a depth 1.5 times the width of the joint where mortar has deteriorated
      - 2) Provide necessary shoring to ensure stability of the wall.
      - 3) Replacement of bricks as needed and approved by Architect.
      - 4) Repoint mortar with specified replication mix to match existing tooling.
  - 2. Preparation of brick column substrate for new replacement stucco
    - a. Ream out joints to a depth 1.5 times the width of the joint where mortar has deteriorated
    - b. Replacement of bricks as needed and approved by Architect
    - c. Where stucco is to be applied on sound mortar, rake finished joints to provide key for stucco.
  - 3. Installation of masonry washes on all cast iron capitals.

#### 1.3 SCOPE

- A. Provide all labor and materials to repair and restore brick masonry elements as specified herein and as detailed on the Drawings.

#### 1.4 PROJECT CONDITIONS

- A. The Contractor is responsible for protecting existing adjacent materials and surfaces during the execution of the work, and shall provide all necessary protection and follow all necessary work procedures to avoid damage to existing material assemblies not a part of the work in this Section.
- B. The Contractor shall provide visible barriers and / or warning tape around the perimeter of the work area for visitor protection and shall also ensure that nearby vehicles and adjacent structures will be protected from damage during the course of the work.
- C. The Contractor shall coordinate masonry repointing with the other trades involved in exterior repair work.

#### 1.5 ENVIRONMENTAL CONDITIONS

- A. General: Perform work only when temperature of products being used and air temperature and humidity comply with the manufacturer's requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.
- B. Cold Weather Limitations on Use of Mortars: Do not mix or use mortars when air or masonry temperature is below 40 deg F or when it is expected to drop below 40 deg F within 72 hours of mortar application.
- C. Hot Weather Limitations: Protect fresh mortar from rapid drying when temperature, humidity, and wind conditions might cause rapid drying of mortar.
  - 1. If ambient the air temperature exceeds 100 deg F or exceeds 90 deg F with a wind velocity greater than 8mph, flush mixer, transport container, and boards with cool water before they come into contact with the mortar ingredients. Maintain temperature of mortar below 120 deg F and use fresh mortar within 2 hours of initial mixing.
  - 2. Limit spread of beds to 4ft when temperatures exceeds 100 deg F or exceeds 90 deg F with a wind velocity greater than 8mph
- D. If masonry work must be done when ambient temperature is freezing, or below, all masonry material must be at temperature between 50 degrees Fahrenheit and 90 degrees Fahrenheit, and the mortar, when used, shall have a temperature between 60 and 80 degrees Fahrenheit. In addition, all masonry shall be protected from temperatures below 40 degrees Fahrenheit for at least 72 hours after being laid. Heat for heating materials and heating temporary enclosures will be provided by Contractor.
- E. Antifreeze admixtures will not be allowed in the mortar. No frozen work shall be built upon. No masonry unit having a film of frost on its surface shall be installed in the work. Any completed work found to be affected by frost shall be taken down and rebuilt.

#### 1.6 SUBMITTALS

- A. Product Data for all materials specified for use. Include manufacturer's recommendations for product use.

## 1.7 QUALITY ASSURANCE

- A. This structure is an historic building. The mortar work on this project is critical to the satisfactory execution of the work.
- B. Work Experience: The Contractor and masons to perform the work in this section shall have a demonstrated experience with historic stucco and mortars. He/she shall demonstrate a working knowledge of the Secretary of the Interior's Standards for Guidelines for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.
- C. Source of materials: The Contractor shall not change sources or manufacturers of mortar materials during the course of the work.
- D. MOCK UP
  - 1. Repointing of a masonry joint in one section of brick masonry approximately 12" x 12" in size will be required for approval by the Conservator prior to commencement of the work at no additional cost.
  - 2. Mock up shall serve as the project standard for the mortar color, texture and joint profile and shall remain in place until the work is completed.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site and store in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers, and which shall show grade, batch, and production data.
- B. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign materials
- C. Storage and Protection: All materials must be protected from rainwater and ground moisture, and from staining or intermixture with earth or other types of materials.
  - 1. Sand
    - a. Maintain sand at constant moisture content
    - b. Cover pile when not in use
    - c. Arrange pile for free drainage
    - d. Do not use bottom portion of pile (wet or in contact with earth) in mortar
  - 2. Lime
    - a. Do not tarp or wrap materials so as to trap moisture or permit condensation to form
    - b. Allow air to circulate freely around units
    - c. Do not use bags that have been broken or exposed to moisture
  - 3. Discard and remove from site deteriorated, contaminated materials, and products that have exceeded their restoration dates. Replace with fresh materials.
  - 4. The contractor becomes responsible for the product at the time it is received.
- D. Laws, Codes, and Regulations: Work of this Section shall comply with all applicable federal, state, and local laws, codes, and regulations.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Grade and Quality: Lime and aggregate shall conform to the requirements of this Section and shall be new, free from defects and of recent manufacture in date.
- B. Brick: Replacement brick shall be salvaged historic brick cleaned of all remaining mortar and shall match existing in size, shape, color, and texture. Replacement brick shall be approved by Architect.
- C. Prohibited materials: The following materials are strictly prohibited in all mortar specified in this section.
  - 1. Antifreeze compounds or other admixtures
  - 2. Air entraining agents
- D. Hydraulic Lime Based Repointing Mortar
  - 1. Natural Hydraulic Lime: NHL 3.5
    - a. All containers shall be marked including manufacturing date and batch number. Manufacturer is required to maintain production-sampling procedures for each batch for quality control purposes. Samples of proposed materials for mock up panels at the site provided by the manufacturer.
  - 2. Aggregate: Shall be a variable graded (coarse to fine) washed sand matching the texture and range of sizes found in the original mortar. Natural or manufactured sharp sand, with at least four grades of sand forming a substantial part of the sand and no more than 1% of the particles smaller than grade 200. Clean, well-graded, sharp, angular crushed aggregate complying with the requirements for deleterious substances and soundness of ASTM C 144. Sand aggregate shall have a nominal top size of 2.38mm (No. 8 US sieve) with over 75% of the material having a diameter between 1mm (No. 16 US sieve) and 0.297mm (No. 50 US sieve).
  - 3. Pigment: Non organic color fast yellow oxide mineral pigment- red shade.
    - a. Available from Edison Coatings in 1 lb. and 5 lb. containers as Dry Color Pak, 3 Northwest Drive, Plainville, CT 06062 (860-747-2220), <http://www.edisoncoatings.com/store/>
  - 4. Water: Shall be clean and free of acids, Alkalis or organic materials. If water must be transported or stored in a container, the container must not impart any chemicals to the water.
- E. Hydraulic Lime Based Masonry Wash
  - 1. Natural Hydraulic Lime: NHL 5
    - a. All containers shall be marked including manufacturing date and batch number. Manufacturer is required to maintain production-sampling procedures for each batch for quality control purposes. Samples of proposed materials for mock up panels at the site provided by the manufacturer.
  - 2. Aggregate: Shall be a variable graded (coarse to fine) washed sand matching the texture and range of sizes found in the original mortar. Natural or manufactured sharp sand, with at least four grades of sand forming a substantial part of the sand and no more than 1% of the particles smaller than grade 200. Clean, well-graded, sharp, angular crushed aggregate complying with the requirements for deleterious substances and soundness of ASTM C 144. Sand aggregate shall have a nominal top size of 2.38mm (No. 8 US sieve)

with over 75% of the material having a diameter between 1mm (No. 16 US sieve) and 0.297mm (No. 50 US sieve).

3. Water: Shall be clean and free of acids, Alkalis or organic materials. If water must be transported or stored in a container, the container must not impart any chemicals to the water.

## 2.2 MORTAR MIXES

- A. Repointing Mortar for Structural Repairs and Repointing
  1. 1 part NHL 3.5
  2. 2.5 Parts aggregate
  3. 1/128 to 1/256 parts yellow oxide pigment
- B. Mortar for Masonry Washes on Cast Iron Capitals
  1. 1 part NHL 5
  2. 2.5 Parts aggregate

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.

### 3.2 PREPARATION

- A. On exposed masonry, remove all deteriorated mortar and designated Portland cement patches by hand with a chisel and mallet. Do not use power tools. Chisels are to be the appropriate size to fit cleanly into mortar joints without damage to surrounding surfaces.
  1. Rake joints to a depth of 1.5 times the mortar joint width or to sound mortar
- B. On areas to be covered by stucco
  1. In areas where mortar has deteriorated, rake joints to a depth of 1.5 times the mortar joint width or to sound mortar.
  2. In areas of sound mortar, rake out joint 3/4".
- C. Brush, vacuum, or flush joints to remove all dirt and loose debris. Loose or disintegrated mortar beyond the minimum depth shall be removed.
- D. Removal of the mortar shall be done in a manner that does not score, chip, or otherwise damage masonry units or adjacent elements. Mortar should be removed cleanly from the masonry units, leaving square corners at the back of the cut.
- E. In severe cases of deterioration, replace damaged masonry. Architect shall approve the replacement of all masonry.

- F. Remove all abandoned fasteners. Repair brickwork in a method approved by the Architect.
- G. Use a hand chisel to finish joints adjacent to door and window openings to avoid damage to frames and trim.

### 3.3 MIXING

- A. All ingredients shall be measured by volume using pre-established uniform measure, rather than a less uniform measure such as a shovel.
- B. Mix hydraulic lime mortar thoroughly prior to use.
- C. Vertical shaft or mortar mixers should be used rather than cement drum-type mixers.
- D. Add sand and lime alternately to the mixer while it is running. Mix dry for 5 minutes until uniform color is achieved. Continue mixing until workability is achieved adding water slowly.
- E. Mix for a minimum of 15 minutes. Avoid locating the mixer in direct sunlight to minimize heating of the mortar. When thoroughly mixed, lime stucco should be fairly dry to the appearance, but spreadable. Wash all mixing equipment thoroughly when mixing is completed.
- F. Mix only as much stucco as can be used prior to initial set.

### 3.4 INSTALLATION

- A. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve the stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during process of removal
- B. Repair of structural cracks in mortar joints
  - 1. Areas of significant structural cracking must be reported to the Architect prior to repair
  - 2. Rake out compromised and unsound mortar in masonry joint
  - 3. Use only clean tools and equipment, free from hardened or partially hardened materials.
  - 4. Dampen masonry prior to repointing to reduce suction of water from the mortar and shrinkage cracks. Do not fully saturate masonry. Substrate shall be glistening.
  - 5. Repoint localized areas in which the mortar has been removed more than 3/4" in depth.
  - 6. In all cases, the mortar joint shall not be left less than 3/4" from the face of the brick prior to stucco rehabilitation work
- C. Repair of structural cracks in masonry units
  - 1. Broken brick must be removed and replaced by replacement brick as directed by Architect. Areas of significant structural cracking must be reported to the Architect prior to repair.
  - 2. All structural cracks through masonry and mortar shall be repaired.
  - 3. Rake out compromised and unsound mortar in masonry joint
  - 4. Use only clean tools and equipment, free from hardened or partially hardened materials.
  - 5. Dampen masonry prior to repointing to reduce suction of water from the mortar and shrinkage cracks. Do not fully saturate masonry. Substrate shall be glistening.



6. Repoint localized areas in which the mortar has been removed more than 3/4" in depth.
7. In all cases, the mortar joint shall not be left less than 3/4" from the face of the brick prior to stucco rehabilitation work

D. Repointing of Masonry to be Covered by Stucco

1. Use only clean tools and equipment, free from hardened or partially hardened materials.
2. Dampen masonry prior to repointing to reduce suction of water from the mortar and shrinkage cracks. Do not fully saturate masonry. Substrate shall be glistening.
3. Repoint localized areas in which the mortar has been removed more than 3/4" in depth.
4. In all cases, the mortar joint shall not be left less than 3/4" from the face of the brick prior to stucco rehabilitation work.

E. Repointing of Masonry Mortar Joints.

1. Use only clean tools and equipment, free from hardened or partially hardened materials.
2. Dampen masonry prior to repointing to reduce suction of water from the mortar and shrinkage cracks. Do not fully saturate masonry.
3. Pack joints with new mortar leaving no voids. Match existing depth of sound mortar. Care shall be taken not to over pack joints.
4. Where required to maintain support of units, rake out and repoint each unit in stages, allowing freshly repointed portions to cure sufficiently before raking out and repointing remaining portion of joints supporting the unit.
5. Use and place mortar in final position within 2-1/2 hours of mixing. Do not retemper or use material that has partially set, is caked or is lumpy.
6. Maintain hand mister bottles or a garden sprayer with clean, clear, potable water immediately available to masons at all times during the repointing process.
7. Joints shall be pointed in layers or "lifts" where the joints are deeper than 3/4 inch.
  - a. Joints greater than 3/4 inches deep shall be pointed with an initial lift to bring the joint depth to a uniform 3/4 inches deep.
  - b. Compact each layer at the time it is placed in the joint by applying firm pressure with the pointing tool.
  - c. Allow each lift to become thumbprint hard before applying the next lift.
8. Finish joints uniformly. Match profile of existing mortar joints. Do not overwork. Leave the surface of the masonry clean
9. New mortar shall match the color and texture of the original mortar as close as practical. Match aggregate to the original in content, color and gradation. The color of the new mortar ideally should be achieved through the color and texture of the sand only.
10. Remove any portion of the work that does not comply with the specification and replace with proper materials and install in compliance with these specifications at no additional cost.

F. Applying Masonry Wash on Cast Iron Columns

1. Remove existing mortar wash in columns to a minimum of 1" below the historic wood trim. Notify Architect of any deterioration uncovered during removal.
2. Prior to installation of wash, ensure capitals and wood entablature have been properly flashed according to the Drawings and as outlined in Section 076200 "Sheet Metal Flashing and Trim"
  - a. Ensure copper flashing at cast iron capitals is encased on all sides with underlayment material where in contact with cast iron and masonry as noted in Section 076200 "Sheet Metal Flashing and Trim".
3. Apply wash on top of cast iron capitals at the intersection of capital and wooden entablature.

4. Apply a wash of mortar at an angle of approximately 30 degrees. Slope the mortar wash downward from the wooden entablature to the edge of the cast iron capital.
5. Wash should be sufficiently applied to surfaces as to prevent the infiltration of water into the masonry column.
6. Apply waterproofing treatment to washes as outlined in Section 040520 "Masonry Surface Treatments".

G. Structural Repairs

1. Damage observed during the completion of this work shall be brought to the attention of the Architect when identified for resolution prior to continuing with work on the area involved.
2. Contractor shall consult with the Architect and provide designs and descriptions of any and all shoring systems to be used in the project.

3.5 CURING

A. Curing: Protect each coat of stucco work from drying out for a period of 72 hours

1. If ambient the air temperature exceeds 100 deg F or exceeds 90 deg F with a wind velocity greater than 8mph, fog spray all newly applied stucco until damp, a minimum of three times a day for 3 days following application.
2. Shield from direct sun and drying winds for the first 72 hours after installation.
3. Provide sufficient moisture in the stucco to permit continuous hydration of the cementitious materials. The most effective procedure for curing shall be based on climactic and site conditions.
4. Protection from the quick drying effects of wind or direct strong sun should be provided by using shading sheets on scaffolding.

3.6 CLEAN UP

- A. Maintain clean surfaces on the face, sills, ledges, and projections of masonry on a daily basis.
- B. With a trowel, strike off minor dabs of adherent mortar from face of masonry.
- C. Remove minor mortar marks from masonry by misting with water and brushing with a small, stiff-bristle brush.

END OF SECTION 040513

## SECTION 040520 – MASONRY SURFACE TREATMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 013591: Historic Treatment Procedures
- C. Section 040513: Mortars for Structural Repairs and Repointing
- D. Codes and Standards set forth by:
  - 1. Preservation Brief #1, "The Cleaning and Waterproof Coating of Masonry Buildings" as published by the US National Park Service.
  - 2. All work described herein and related work must conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

#### 1.2 SUMMARY

- A. Work includes, all labor, materials, equipment, and services necessary to complete the work of as shown on the Drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but is not necessarily limited to, the following:
  - 1. Extent of masonry surface treatments, as shown in the Drawings, as specified herein, and as required for the proper performance of the work, on all the following substrates:
    - a. Cast Iron Capital Mortar Washes

#### 1.3 SCOPE

- A. Provide all labor and materials to apply masonry surface treatments as specified herein and as detailed on the Drawings.

#### 1.4 PROJECT CONDITIONS

- A. The Contractor is responsible for protecting existing adjacent materials and surfaces during the execution of the work, and shall provide all necessary protection and follow all necessary work procedures to avoid damage to existing material assemblies not a part of the work in the Section.
- B. The Contractor shall provide visible barriers and / or warning tape around the perimeter of the work area for visitor protection and shall also ensure that nearby vehicles and adjacent structures will be protected from damage during the course of the work.

## 1.5 ENVIRONMENTAL CONDITIONS

- A. General: Perform work only when temperature of products being used and air temperature and humidity comply with the manufacturer's requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.
- B. Timing: Do not schedule exterior stone masonry surface treatments until all of the masonry cleaning and repair work has been completed and is dry. Schedule application of exterior stone masonry treatments to ensure that the ambient temperatures do not go below 45 degrees F during the evenings.
- C. Treatment will only be applied where specified and directed by the Architect. There will be no deviation from these instructions.
  - 1. Hot Weather Limitations: Do not apply product when the ambient temperature is higher than 115 degrees F. Protect freshly applied surfaces from rapid drying when temperature, humidity, and wind conditions might cause rapid drying of the masonry surface. Surface temperatures should range from 50 degrees F to 110 degrees F.
  - 2. Wind limitations: Do not apply product when wind velocity exceeds 20 mph.

## 1.6 QUALITY ASSURANCE

- A. This structure is an historic building. The masonry surface treatment work on this project is critical to the satisfactory execution of the work.
- B. Work Experience: The Contractor and masons to perform the work in this section shall have demonstrated experience in the types of repair processes specified in this section. He/she shall demonstrate a working knowledge of the Secretary of the Interior's Standards for Guidelines for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.
- C. Source of materials: The Contractor shall not change sources or manufacturers of materials during the course of the work.
- D. Submittals
  - 1. Product Data: Submit full product data for all masonry treatment compounds and associated materials. Include manufacturer's printed recommendations for product use.
  - 2. Plan of Work: Submit three copies of a detailed written plan of work setting forth the proposed techniques for treating and size of drip area. State methods and procedure treatments including protective measures to be employed to prevent damage to surrounding materials, plants, and project personnel.
  - 3. Mock up: At an inconspicuous location determined by the Architect, demonstrate the proposed treatment techniques.
    - a. Prepare a representative sample is location designated by the Architect using specified material following preparation and application methods as described herein.
    - b. Apply diluted Zycosil (1:10) with clean potable water. Mix well and apply on clean dry surface. The amount of Zycosil required will depend on the porosity of the surface.
    - c. Apply diluted Zycosil until the substrate stops absorbing the solution. Substrate shall be glistening.

- d. Approved mock-up constitutes standard for workmanship. Mock up to remain as part of work.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site and store in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers, and which shall show grade, batch, and production data.
- B. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign materials. Store materials between 60 and 100 degrees F, away from rain or standing water. Keep the container tightly closed when not in use.
- C. Storage and Protection: All materials must be protected from rainwater and ground moisture, and from staining or intermixture with earth or other types of materials.
  - 1. Discard and remove from site deteriorated, contaminated materials, and products that have exceeded their restoration dates. Replace with fresh materials.
  - 2. The contractor becomes responsible for the product at the time it is received.
  - 3. Protect product from freezing in accordance with manufacturer's specifications.
- D. Laws, Codes, and Regulations: Work of this Section shall comply with all applicable federal, state, and local laws, codes, and regulations.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. General: Provide masonry treatment materials and equipment as scheduled here, but in all cases verify the suitability of the treatment compound with the compound manufacturer prior to beginning work.

### 2.2 MANUFACTURERS

- A. Water Repellent
  - 1. Zydex Industries, Zycosil Water Repellent:
    - a. Degussa Corporation; Protectosil BHN, BSM-40 VOC

### 2.3 MATERIAL

- A. Water Repellent
  - 1. Zycosil Water Repellent; Colorless
    - a. Solid content 40% minimum
    - b. Moisture repellency rating: 98% minimum

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify existing conditions before starting work. Notify the Architect if a discrepancy exists between the quantities shown on the drawings and actual field conditions.
- B. Verify mortar, masonry repairs, and joint sealants are installed properly and cured.
- C. Verify surface to be coated is dry, clean and free of efflorescence, oil or other matter detrimental to application of water repellent.
- D. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.

### 3.2 PREPARATION

- A. Prepare surface to be coated as recommended by water repellent manufacturer for best results
- B. Prior to start of work in this section, Remove All surface contamination such as oil, grease, loose paint, mill scale, dirt, and foreign matter.
- C. Do not start work until masonry repairs and repointing work has properly cured according to sections Section 040513 "Mortars for Structural Repairs and Repointing."
- D. Surfaces must be dry prior to application of product.
- E. Always add Zycosil to water. Avoid very hard water (>1000 ppm) Zycosil solution must be water clear (transparent). Do not store diluted Zycosil beyond 48hrs.

### 3.3 APPLICATION

- A. Apply water repellent in accordance with manufacturer's instruction. Use procedures and application method recommended for best results.
- B. Dilute product according to manufacturer's specifications.
- C. Apply diluted Zycosil until the substrate stops absorbing the solution. Substrate shall be glistening.
- D. Do not stop application halfway during treatment on individual areas of mortar or architectural elements.

### 3.4 CURING

- A. Curing: Allow sample to dry for a period of 24 hours.

3.5 CLEAN UP

- A. Keep work areas free of debris by daily clean up. Remove water repellent from unintended surfaces (such as glass) immediately with surfactants (soap) and water.
- B. At the conclusion of the work of this Section, remove all tools, equipment, and surplus materials and give work areas a final cleaning. Always clean work equipment before and after usage.
- C. Replace or repair work of other trades soiled or damaged by surface treatments.

END OF SECTION 040520

## SECTION 061600 – SHEATHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Roof sheathing.
- B. Related Requirements:
  - 1. Section 076200 "Sheet Metal Flashing and Trim"
  - 2. Section 079200 "Joint Sealants"

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preserved treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For following products, from ICC-ES:
  - 1. Preservative-treated plywood.

#### 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.



## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PANEL PRODUCTS

- A. Plywood: Either DOC PS 1 or DOC PS 2 unless otherwise indicated.
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

### 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

### 2.3 ROOF SHEATHING

- A. Roof Sheathing: Exposure 1, Structural I sheathing. C & better, SYP, dried after treatment.
  - 1. Span Rating: Not less than 1/2.
  - 2. Nominal Thickness: Match original sheathing in thickness, approximately 1".

### 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
  - 2. For exterior exposed surfaces, stainless steel fasteners must be used.

- 3. For interior surface, galvanized fasteners must be used.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.

### 3.2 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's "International Residential Code for One- and Two-Family Dwellings."
- D. On exposed surfaces, use stainless steel nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.3 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Roof Sheathing:
    - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
    - b. Space panels 1/8 inch apart at edges and ends.

END OF SECTION 061600

## SECTION 071416 – COLD FLUID-APPLIED WATERPROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 013591 Historic Treatment Procedures
- C. Section 076200 Sheet Metal Flashing and Trim
- D. Codes and Standards set forth by:
  - A. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.
  - B. ACI-308 - Recommended Practice for Curing Concrete
  - C. ASTM - D638 - Test Methods for Tensile Properties of Plastics
  - D. ASTM - D4258 - Standard Practice for Surface Cleaning Concrete for Coatings
  - E. ASTM - D4259 - Standard Practice for Abrading Concrete
  - F. ASTM - D4541 - Method for Pull-Off Strength of Coatings using Portable Adhesion Tester
  - G. ASTM - E96(A) - Test Methods of Moisture Transmission of Material
  - H. International Concrete Repair Institute Guideline 03732 Concrete Surface Preparation
  - I. Steel Structures Painting Council (SSPC)

#### 1.2 SUMMARY

- A. The following specification outlines the requirements for a fully reinforced cold fluid-applied polyurethane liquid resin waterproofing membrane and flashing system, and all other ancillary waterproofing work including but not limited to installation of work as specified.
- B. Work includes, all labor, materials, equipment, and services necessary to complete the work of as shown on the Drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but is not necessarily limited to, the following:
  - 1. Adhered fully reinforced, cold fluid-applied, polyurethane liquid resin waterproofing membrane system including membrane, penetration flashings, base flashings, and expansion joints.
  - 2. Substrate preparation, cleaning, leveling and patching
  - 3. Temporary waterproofing and priming
  - 4. Flashing installation and expansion joint installation
  - 5. Protective surfacing
  - 6. Alkalinity protection

#### 1.3 SCOPE

- A. Provide all labor and materials to apply waterproofing membrane system as specified herein and as detailed on the Drawings.

#### 1.4 PROJECT CONDITIONS

- A. The Contractor is responsible for protecting existing adjacent materials and surfaces during the execution of the work, and shall provide all necessary protection and follow all necessary work procedures to avoid damage to existing material assemblies not a part of the work in the Section.
- B. The Contractor shall provide visible barriers and / or warning tape around the perimeter of the work area for visitor protection and shall also provide that nearby vehicles and adjacent structures will be protected from damage during the course of the work.
- C. The Contractor shall coordinate waterproofing application with the other trades involved in exterior repair work.

#### 1.5 SUBMITTALS

- A. Membrane System Product Data: Provide current standard printed product literature indicating characteristics of membrane materials, flashing materials, components, and accessories product specification and installation.
- B. Product Samples: Submit product samples of membrane and flashing materials showing color, texture, thickness and surfacing representative of the proposed system for review and approval by the Owners Representative.
- C. Submit sample copies of both the Manufacturer and Applicator warranties for the periods stipulated. Each specimen must be a preprinted representative sample of the issuing company's standard warranty for the system specified.
- D. Submit copies of current Material Safety Data Sheets (MSDS) for all components of the work.

#### 1.6 QUALITY ASSURANCE

- A. This structure is an historic building. The work on this project is critical to the satisfactory execution of the work.
- B. Membrane Manufacturer: Company specializing in manufacturing fully reinforced cold fluid applied liquid resin waterproofing membrane systems with a minimum of ten (10) years of documented applications in the United States. Membrane Manufacturer shall submit the following certifications for review:
  - 1. Substrates and conditions are acceptable for purpose of providing specified warranty.
  - 2. Materials supplied shall meet the specified requirements.
- C. Evaluate moisture content of cementitious substrate materials. Contractor shall determine substrate moisture content throughout the work and record with Daily Inspection Reports or other form of reporting acceptable to the Owner or designated Representative, and Membrane Manufacturer
- D. Evaluate surface moisture content by means of an Tramex Concrete Moisture Encounter Meter. A surface moisture content of under 5% is required to allow for proper primer penetration into the substrate.

- E. Applicator: Company specializing in performing the work of this section with (3) years documented experience and approved by system manufacturer for warranted membrane installation. Applicator shall submit the following certification for review:
  - 1. Applicator shall submit documentation from the membrane manufacturer to verify contractor's status as an approved applicator for warranted installations.
- F. Random tests to determine tensile bond strength of membrane to substrate shall be conducted by the Contractor at the job site using an Elcometer Adhesion Tester Model 106 or similar device, or by the performance of a manual pull test. Contractor shall perform tests at the beginning of the Work, and at intervals as required to assure specified adhesion with a minimum of three (3) tests per 5000 square feet. Smaller areas shall receive a minimum of three (3) tests. Test results shall be submitted to the Owner or his designated Representative and the Membrane Manufacturer. Contractor shall immediately notify the Owner or his designated Representative and Membrane Manufacturer in the event bond test results are below specified values.
  - 1. Adequate surface preparation will be indicated by tensile bond strength of membrane to substrate greater than or equal to 220 psi (1.5 N/mm<sup>2</sup>), as determined by use of an adhesion tester.
  - 2. Adequate surface preparation will be indicated by 135° peel bond strength of membrane to substrate such that cohesive failure of substrate or membrane occurs before adhesive failure of membrane/substrate interface.
  - 3. In the event the bond strengths are less than the minimum specified, additional substrate preparation is required. Repeat testing to verify suitability of substrate preparation.
- G. Monitor quantities of installed materials. Monitor application of resin mixture, reinforcing fleece and flashing. Perform Work in accordance with manufacturer's instructions.
- H. Mock-up areas shall be used to determine required methods and tools to obtain degree of substrate preparation required by the membrane manufacturer.
  - 1. Prepare and clean approximately one (1) foot by one (1) foot area of each substrate material type.
  - 2. Select color to match existing substrate from Manufacturer's standard colors. Final color selection to be determined by the Architect.
  - 3. Mock-up areas shall be maintained for quality control for the entire project.

#### 1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable building and jurisdictional codes for roofing/waterproofing assembly and fire resistance requirements.
- B. Comply with requirements of OSHA, NIOSH or local governing authority for work place safety.
- C. Comply with authority or agency "Confined Space Policy" during and throughout all work to be performed.

#### 1.8 PRE-INSTALLATION MEETING

- A. Convene a pre-installation meeting at the job site (1) week before starting work of this section. Require attendance of parties directly affecting work of this section, including but not limited to, Waterproofing Specifier, Owner's Representative, Waterproofing Contractor, and Membrane Manufacturer's Representative. Review waterproofing preparation and installation procedures, coordination and scheduling required with related work, and condition and structural loading limitations of deck/substrate.

## 1.9 FIELD INSPECTION SERVICES

- A. Manufacturer's technical representative shall provide the following inspections of the membrane application:
  - 1. Jobstart inspection at the beginning of each phase of the project, to review special detailing conditions and substrate preparation.
  - 2. Periodic in-progress inspections throughout duration of the project to evaluate membrane and flashing application.
  - 3. Final punch-list inspection at the completion of each phase of the project prior to installation of any surfacing.
- B. Warranty inspection to confirm completion of all punch list items, surfacing.

## 1.10 ENVIRONMENTAL CONDITIONS

- A. General: Perform work only when temperature of products being used and air temperature and humidity comply with the manufacturer's requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.
- B. Do not apply roofing/waterproofing membrane during or with the threat of inclement weather.
- C. Application of cold fluid-applied reinforced polyurethane roofing/waterproofing membrane may proceed while air temperature is between 40°F (5°C) and 85°F (30°C) providing the substrate is a minimum of 5°F above the dew point.
- D. When ambient temperatures are at or expected to fall below 50°F (10°C), or reach 85°F (30°C) or higher, follow Membrane System Manufacturer's recommendations for weather related additives and application procedures.
- E. Ensure that substrate materials are dry and free of contaminants. DO NOT commence with the application unless substrate conditions are suitable. Contractor shall demonstrate that substrate conditions are suitable for the application of the materials.
- F. When disposing of all refuse or unused materials, observe all EPA, OSHA or local disposal requirements.
- G. Frothing, bubbling, or pinholes within the primer indicates excessive moisture content within the substrate. Blistering of membrane may result from excessive substrate moisture. Primer application during late afternoon/early evening will reduce vapor pressure within the substrate and may alleviate these conditions.
- H. Continued frothing, bubbling, or pinholes indicates excessive moisture content that requires more substantial measures. Evaluate substrate moisture content by means of relative humidity (RH) probes in accordance with ASTM F2170. A relative moisture content of 75% or greater indicates the need for more extensive substrate priming and sealing. Contact Membrane Manufacturer for recommendations.

## 1.11 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor together with the Owner or his designated Representative shall define a storage area for all components. The area shall be cool, dry, out of direct sunlight, and in accordance with manufacturer's recommendations and relevant regulatory agencies. Materials shall not be

stored in quantities that will exceed design loads, damage substrate materials, hinder installation or drainage.

- B. Prior to opening the containers of materials, wear appropriate safety glasses and protect hands and wrists by wearing gauntlet-type neoprene gloves
- C. Deliver materials to site and store in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers, and which shall show grade, batch, and production data.
- D. Laws, Codes, and Regulations: Work of this Section shall comply with all applicable federal, state, and local laws, codes, and regulations.
- E. Store solvent-bearing solutions, resins, additives, inhibitors or adhesives in accordance with the MSDS and/or local fire authority. After partial use of materials replace lids promptly and tightly to prevent contamination.
- F. Roll goods shall be stored horizontally on platforms sufficiently elevated to prevent contact with water and other contaminants. DO NOT use rolls that are wet, dirty or have damaged ends.
- G. Roofing/waterproofing materials must be kept dry at all times. If stored outside, raise materials above ground or roof level on pallets and cover with a tarpaulin or other waterproof material. Plastic wrapping installed at the factory should not be used as outside storage covers.
- H. Follow manufacturer's directions for protection of materials prior to and during installation. Do not use materials that have been damaged to the point that they will not perform as specified. Fleece reinforcing materials must be clean, dry and free of all contaminants.
- I. Copies of all current MSDS for all components shall be kept on site. Provide any and all crew members with appropriate safety data information and training as it relates to the specific chemical compound he or she may be expected to deal with. Each crew member shall be fully aware of first-aid measures to be undertaken in case of incidents. Comply with requirements of OSHA, NIOSH or local governing authority for work place safety.

#### 1.12 COORDINATION & PROTECTION

- A. Coordinate the work with the installation of associated metal flashings, accessories, appurtenances, etc. as the work of this section proceeds.
- B. Building components shall be protected adequately (with tarp or other suitable material) from soil, stains, or spills at all hoisting points and areas of application. Contractor shall be responsible for preventing damage from any operation under its Contract. Any such damage shall be repaired at Contractor's expense to Owner's satisfaction or be restored to original condition.
- C. Provide barricades, retaining ropes, safety elements (active/passive) and any appropriate signage required by OSHA, NIOSH, and NSC and/or the Owner or designated Representative.
- D. Protect finished roofing/waterproofing membrane from damage by other trades by the use of a cushioning layer such as 1" thick expanded polystyrene insulation and an impact layer such as ½" thick exterior-grade plywood.



- E. Do not allow waste products containing petroleum, grease, acid, solvents, vegetable or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the membrane unless approved by manufacturer's chemical resistance chart.

#### 1.13 WARRANTY

- A. **Material Warranty:** Provide 10 year manufacturer's material warranty under provisions of this section. This limited warranty provides replacement materials in the event the Kemperol materials are defective in their composition, as defined in the warranty.
- B. **Waterproofing Contractor's Warranty:** Provide 5 year "Applicator Maintenance Warranty" covering workmanship for all work of this section including installation of membrane, flashings, metal work, and roofing/waterproofing accessories.
- C. Submit (2) executed copies of both the manufacturer and applicator warranties for the periods stipulated, starting from the date of substantial completion. Each warranty must be signed by an authorized representative of the issuing company.

#### 1.14 MATERIAL SUBSTITUTIONS

- A. Materials proposed for use in the performance of the work that are not specified herein must be submitted to the Owner/Owner's Representative for evaluation no later than ten days prior to bid.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. The products herein specified are totally pre-engineered products of the listed manufacturer and establish criteria for the approval of substitutions. Products must be part of a virtually odorless, pre-engineered, low VOC fully reinforced cold liquid applied polymeric resin waterproofing membrane system, equivalent in function, quality, composition and method of application to be considered for approval as an "Approved Substitute". Substitute materials must meet or exceed the physical performance characteristics of the specified materials. PMMA or single component primers or resin systems will not be accepted. A minimum 120 g/m2 fleece reinforcement is required.
- B. **MEMBRANE**
  - 1. Membrane: Two-component, cold fluid-applied reinforced polyurethane waterproofing membrane with a 360 degree needle punched non-woven 120 g/m2 polyester reinforcing fleece, for a finished dry film membrane thickness of .070 inch nominal per ply. Provide products manufactured and supplied by the following:
    - a. Kemper System America's Kemperol 2K-PUR resin for use in an adhered waterproofing system.
  - 2. Physical Properties:

| Property                       | Value          | Test Method |
|--------------------------------|----------------|-------------|
| Color                          | Gray-Green     | -           |
| Physical state                 | Cures to solid | -           |
| Nominal thickness (165 fleece) | 70 mils        | -           |
| Tensile strength @ break       | 120 lb/in      | ASTM D-751  |

|  |               |               |
|--|---------------|---------------|
| Elongation   | 50%           | ASTM D-751    |
| Tearing strength   | 5.0 lbs       | ASTM D-751    |
| Puncture resistance  | 140 lbf       | FTMS 101-2031 |
| Dimensional stability  | 0.1%          | ASTM D-1204   |
| Water absorption   | 2.2%          | ASTM D-471    |
| Surface hardness   | Shore A 85    | ASTM D-2240   |
| Water vapor transmission   | 0.04 perms    | ASTM E-96     |
| Usage time*  | 30 minutes    | -             |
| Rainproof after*   | 2 hours       | -             |
| Solid to walk on after*  | 24 hours      | -             |
| Solid to drive on with air rubber tires after*                                 | 48 hours      | -             |
| Surfacing to be applied between*   | 16-48 hours   | -             |
| Overburden may be applied after  | 2 days        | -             |
| Completely hardened after  | 3 days        | -             |
| Crack spanning   | 2mm/0.08 inch | -             |
| Resistance to temperatures up to (short term)                                  | 250°C/482°F   | -             |
| *all times are approximate and depend upon air flow, humidity and temperature. |               |               |

C. FLASHINGS

1. Membrane Flashings: A composite of the same resin material as field membrane with 120 g/m2 fleece reinforcement.

D. SUBSTRATE PRIMERS AND RESIN ADDITIVES

1. Polyurethane Primer: Two-component, solvent-free polyurethane resin for use in improving adhesion of membrane to wood, metal and bituminous substrate surfaces, as provided by the following manufacturer:
  - a. Kemper System America, Inc.'s Kempertec D primer.
    - 1) Select color to match existing substrate from Manufacturer's standard line of color. Final color selection to be approved by the Architect.

E. ACCESSORIES

1. Application Tools, Accessories, and Cleaners: Supplied and/or approved by membrane manufacturer for product installation.
2. Solvent-Based Cleaner for Tools and Membrane Tie-Ins: Methyl Ethyl Ketone (MEK) or acetone.
3. Water-Based Cleaner for Membrane: Simple Green HD.
4. Backer Rod: Expanded, closed-cell polyethylene foam designed for use with cold-applied joint sealant.
5. Wood Nailers and Cant Strips: New wood nailers and cant strips shall be pressure treated for rot resistance, #2 or better lumber. Asphaltic or creosote treated lumber is not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not

proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.

### 3.2 PREPARATION

- A. General: Surfaces to be prepared as a substrate for the new waterproofing system as follows:
  - 1. The contractor shall determine the condition of the existing structural deck/substrate. All defects in the deck or substrate shall be corrected before new waterproofing work commences. Areas of deteriorated deck/substrate, porous or other affected materials must be removed and replaced with new to match existing.
  - 2. Prepare flashing substrates as required for application of new waterproofing membrane flashings.
  - 3. Inspect substrates, and correct defects before application of new waterproofing. Fill all surface voids greater than 1/8 inch wide with an acceptable fill material.
  - 4. Remove all ponded water, snow, frost and/or ice from the work substrate prior to installing new waterproofing materials.
  - 5. The final substrate for waterproofing shall be clean, dry, free of loose, spalled or weak material including coatings, mineral aggregate, and flood coat/gravel surfacing, oil, grease, contaminants, abrupt changes in level, waterproofing agents, curing compounds, and free of projections which could damage membrane materials.
- B. METAL SUBSTRATE
  - 1. Remove all contaminants as required by membrane manufacturer. Surface preparation shall be performed by means approved by Owner or his designated Representative.
  - 2. In addition to cleaning, all metal surfaces shall be abraded to provide a rough open surface. A wire brush finish is not acceptable.
  - 3. Clean copper substrate to bright metal. Remove existing mastic or other contaminates.
- C. PRIMER APPLICATION
  - 1. Mix and apply single and two-component primer in strict accordance with written instructions of Membrane Manufacturer. Use only proprietary materials, as supplied by the membrane manufacturer.
  - 2. The substrate surface must be dry, with any remaining dust or loose particles removed using clean, dry, oil-free compressed air, industrial vacuum, cloth wipe or a combination of methods.
  - 3. Do not install primer on any substrate containing newly applied and/or active asphalt, coal-tar pitch, creosote or penta-based materials unless approved in writing by Membrane Manufacturer. Some substrates may require additional preparation before applying primer.
- D. MIXING OF D PRIMER
  - 1. Premix primer Component A thoroughly with a spiral agitator or stir stick. Pour primer Component B into Component A and mix the components for approximately 2 minutes with a clean spiral agitator on slow speed or stir stick without creating any bubbles or streaks. DO NOT AERATE. The Primer solution should be a uniform color, with no light or dark streaks present.
  - 2. Do not thin primer. Determine required primer coverage for each substrate material/condition and apply in strict accordance with written instructions of Membrane Manufacturer.
  - 3. Mix only that amount of primer components A & B that can be used in 30 minutes.
- E. APPLICATION OF PRIMER

1. Roll or brush the primer evenly onto the surface to fully saturate the substrate in one application. Do not allow primer to pond or collect in low areas. Follow manufacturer's recommended application rates to ensure that a thin layer of cured primer remains on the substrate surface.
2. Apply primer only up to the edge of the membrane flashing terminations. Primer application past the membrane terminations requires surfacing with an approved material.
3. Allow standard primers to cure for a minimum of twelve (12) hours before membrane application. Allow quick-dry primers to cure for a minimum of four (4) hours before membrane application. Membrane must be applied to primer only when completely dry and without tack.
4. Exposure of the primer in excess of eight (8) days or premature exposure to moisture may require removal and application of new primer. DO NOT apply new primer over exposed primer older than eight (8) days, primer prematurely exposed to moisture, or primer used as temporary waterproofing, unless approved in writing by the Membrane Manufacturer.

### 3.3 PRIMER DISPOSAL

- A. Cured primer may be disposed of in standard landfills. This is accomplished by thoroughly mixing all components.
- B. Uncured primer is considered a hazardous material and must be handled as such, in accordance with local, state and federal regulation. Do not through uncured resin away.

### 3.4 MEMBRANE APPLICATION

- A. General:
  1. It is recommended to apply the waterproofing membrane immediately following full curing of the primer in order to obtain the best bond between primer and membrane.
  2. Mix and apply cold fluid-applied reinforced polyurethane waterproofing membrane in strict accordance with written instructions of Membrane Manufacturer. Use only proprietary membrane resins and materials, as supplied by the membrane manufacturer.
  3. The primed substrate surface shall be dry, with any remaining dust or loose particles removed using clean, dry, oil-free compressed air, industrial vacuum, cloth-wipe or a combination.
  4. Protect all areas where membrane has been installed. Do not work off installed membrane during application of remaining work before forty-eight (48) hours of curing. Movement of materials and equipment across installed membrane is not acceptable. If movement is necessary, provide complete protection of affected areas.
  5. Closely follow the Membrane Manufacturer's recommendation for hot and cold weather application. Monitor surface and ambient temperatures, including the effects of wind chill.
- B. Mixing of Kemperol 2K-PUR Resin:
  1. Mix resin Component A (cream formulation) with a spiral agitator until the liquid is a uniform cream color. If the ambient temperature is below 50°F (10°C), then a weather related additive should be combined and mixed into the Component A.
    - a. Accelerator should be added to resin Component A when the ambient temperature is 50°F (10°C) and below. The accelerator should be mixed with the spiral agitator for 2 minutes or until both liquids are thoroughly blended.
  2. Pour resin Component B into Component A at a 4:1 ratio (by weight) and thoroughly mix the components with a clean spiral agitator. The Resin solution should be a uniform color, with no light or dark streaks present.
  3. Mix only that amount of resin components A & B that can be used in 30 minutes.

C. Application of Resin/Fleece:

1. Apply mixed resin to the prepared surface at the manufacturer's recommended application rate. The resin should be rolled or brushed liberally and evenly onto the surface using a broad, even stroke. Cover one working area at a time, between 15 – 20 ft<sup>2</sup> (1.4 – 1.9 m<sup>2</sup>).
2. Roll out dry polyester fleece onto the liquid resin mix, making sure the SMOOTH SIDE IS FACING UP (natural unrolling procedure), avoiding any folds and wrinkles. The fleece will begin to rapidly saturate with the liquid resin mix. Use a medium nap roller or brush to work the resin into the fleece, saturating from the bottom up, and eliminating air bubbles, wrinkles, etc. The appearance of the saturated fleece should be light opaque amber with no white spots. White spots are indications of unsaturated fleece or lack of adhesion. It is important to correct these faults before the resin cures.
3. Apply additional liquid resin mix on top of fleece at the manufacturer's recommended application rate to finish the saturation of the fleece. Roll this final coating into the fleece, which will result in a glossy appearance. The fleece can only hold so much resin and all excess should be rolled forward to the unsaturated fleece, eliminating ponding or excessive build-up of the resin. The correct amount of resin will leave no whiteness in fleece and there will be a slightly fibrous surface texture. The final resin coating should be smooth and uniform.
4. Approximately 2/3 of the total resin should be applied to the substrate below the fleece reinforcement, and 1/3 of the total resin should be applied over the fleece reinforcement.
5. Prevent contact between mixed/unmixed resin and new/existing membrane. If any unmixed resin contacts membrane surface remove immediately and clean thoroughly with a cloth rag.
6. At all fleece seams, allow a 2" (5 cm) overlap for all side joints and a 4" (10 cm) overlap for all end joints.
7. At membrane tie-offs, clean in-place membrane with MEK (methyl ethyl ketone) solvent or acetone once resin has cured. Allow solvents to fully evaporate before application of new resin.

D. Disposal of Resin

1. Cured resin may be disposed of in standard landfills. This is accomplished by thoroughly mixing all components.
2. Uncured resin is considered a hazardous material and must be handled as such, in accordance with local, state and federal regulation. Do not throw uncured resin away.

### 3.5 FLASHING APPLICATION

A. General:

1. Install flashing system in accordance with the requirements/recommendations of the Membrane manufacturer and as depicted on standard drawings and details. Provide system with base flashing, edge flashing, penetration flashing, counter flashing, and all other flashings required for a complete watertight system.
2. Wherever possible, install the flashings before installing the field membrane to minimize foot traffic over newly installed field membrane.
3. All membrane flashings shall be installed concurrently with the waterproofing membrane as the job progresses. Temporary flashings are not allowed without prior written approval from the Membrane manufacturer. Should any water penetrate the new waterproofing membrane because of incomplete flashings, the affected area shall be removed and replaced at the contractor's expense.
4. Provide a minimum vertical height of 8" for all flashing terminations. Flashing height shall be at least as high as the potential water level that could be reached as a result of a deluging rain and/or poor slope. Do not flash over existing through-wall flashings, weep holes and overflow scuppers.
5. All flashings shall be terminated as required by the Membrane Manufacturer.

6. Alkalinity surface protection consisting of one application of EP primer and one application of approved broadcast mineral aggregate surfacing shall be applied wherever stone, concrete, or masonry elements will be placed directly over the flashing.

B. Metal Flashing – General

1. Metal flashings shall be fabricated in accordance with the current recommendations of SMACNA and in accordance with standard drawings and project details.
2. Metal flashing flanges to which membrane is to be bonded shall be a minimum of four (4) inches in width, and secured to the substrate or wood nailers six (6) inches on center staggered with fasteners appropriate to the substrate type. The flanges shall be provided with a roughened surface that has been cleaned of all oil and other residue.
3. Metal edges that will be overlaid with membrane shall be provided with a 1/4" min. hemmed edge.
4. Apply primer, resin and fleece to metal flange, extending membrane to outside face of metal edging, and to vertical face of metal base/curb flashing.

C. Membrane Flashing – General

1. Membrane flashings shall be fabricated with primer appropriate for the substrate surface, resin of the same base chemical type as the field membrane, and fleece of the same weight as the field membrane unless specified otherwise.
2. Primer, resin, and fleece mixing and application methods as specified for field membranes are also suitable for membrane flashing.
3. Fleece shall overlap 2" (5 cm) minimum for all joints. Fleece shall be cut neatly to fit all flashing conditions without a buildup of multiple fleece layers. Work wet membrane with a brush or roller to eliminate blisters, openings, or lifting at corners, junctions, and transitions.

D. Downspout Inlets/Drains and Scuppers:

1. Flashing material shall extend four (3) inches minimum onto drain or scupper flange and into drain/scupper body.

### 3.6 TEMPORARY CLOSURES & WATERSTOPS

- A. Contractor shall be responsible to ensure that moisture does not damage any completed section of the new waterproofing system. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition. All temporary closures shall be made as recommended or required by the membrane manufacturer.

### 3.7 PROTECTION

- A. Upon completion of waterproofing and flashings (including all associated work), institute appropriate procedures for surveillance and protection of roofing during remainder of construction period. Protect all areas where membrane has been installed.

### 3.8 FLOOD TEST

- A. A flood test of the completed membrane and flashing system shall be conducted after installation of all waterproofing systems. The flood test shall be of a 24 hr. minimum duration, and shall apply a water head of 2" over the entire application area. Any incidents of water entry shall be evaluated and all necessary repairs conducted, followed by an additional flood test.

3.9 CLOSEOUT

- A. Correction of Work:
  - 1. Work that does not conform to specified requirements including tolerances, slopes, and finishes shall be corrected and/or replaced. Any deficiencies of membrane application, termination and/or protection as noted during the Membrane Manufacturer's inspections shall be corrected and/or replaced at Contractor's expense.
- B. Clean-Up:
  - 1. Site clean-up, including both interior and exterior building areas that have been affected by construction, shall be restored to preconstruction condition.

END OF SECTION 071416

## SECTION 076200 – SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 013591: Historic Treatment Procedures
- C. Section 079200: Joint Sealants
- D. Codes and standards set forth by:
  - 1. Preservation Brief #4, "Roofing for Historic Buildings" as published by the U. S. National Park Service.
  - 2. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings
  - 3. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
  - 4. Sheet Metal Standard for Copper: Comply with Revere's "Copper and Common Sense." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

#### 1.2 SUMMARY

- A. Section includes:
  - 1. Copper sheet metal flashing and trim.
  - 2. Installation of copper sheet metal above cast iron capitals with self-adhering underlayment material.
- B. Extend of each type of flashing and sheet metal work is indicated on the drawings and by the provisions of this section and as required to provide a complete water-tight roof assembly.
- C. Preparation, cleaning, and priming of substrate.
- D. Without restricting the volume or quantity, work included under this Section shall consists of but not be limited to:
  - 1. Shop-formed flashing and sheet metal work related to roofing and gable terminations. Work includes removal of existing sheet metal flashings and installation of new sheet metal flashings and counter flashings.
  - 2. All other sheet metal fabrications indicated on the Contract Documents.
- E. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leak-proof, secure, and noncorrosive installation.
- F. Solder holes in existing built-in gutter & flashing, and joint between sheets of flashing at horizontal geison.



### 1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak proof, secure, and noncorrosive installation.

### 1.4 SCOPE

- A. General: Provide all labor, materials, equipment, and services required to complete sheet metal flashing installation as specified herein, and required by existing conditions and authorities having jurisdiction.

### 1.5 SUBMITTALS

- A. Product Data: Submit complete product data for all products used in this Section.
- B. Follow techniques as specified by Architect and illustrated in Drawings.

### 1.6 PROJECT CONDITIONS

- A. Historic roofing craftsmanship characteristic of the structure are to be treated with sensitivity, to be preserved and followed.
- B. Replacement and repair work shall be equal to original workmanship. Sheet metal work shall match prototype exposure, size, pattern, and material. Reinstall compatible fastenings.

### 1.7 ENVIRONMENTAL CONDITIONS

- A. Do not perform work on metal roof in misty or rainy weather.
- B. Do not apply metal flashing to wet roof sheathing.
- C. At the end of the work day, provide building protection for any exterior roofing element removed for repair or replacement
- D. Remove only a quantity of sheet metal, which may be repaired on the same day. At the end of the day use 15 pound roofing felt or polyethylene sheeting to drape over missing roofing and insert under roof unit or temporarily secure areas of existing roofing and roof as required to make roof watertight and windproof.
- E. Contractor is responsible for prevent damage and protecting building envelope and interior during completion of work.

### 1.8 QUALITY ASSURANCE

- A. Sheet Metal Flashing Fabricator and Installer Qualifications: Employs skilled workers who have (5) years' experience and custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

- B. Uniform Wind Load Capacity: Design, size and install components to withstand positive and negative wind loading pressures in accordance with International Building Code and as verified by Structural Engineer.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect products and accessories against damage and discoloration. Inside dry storage is required to prevent condensation from forming between sheets and components. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.
- C. Do not overload roof with stored materials or permit excessive traffic on completed roof surfaces.

## 1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair, finish, or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with Revere's "Copper and Common Sense." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure as required by local building codes.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 SHEET METAL FLASHING MATERIALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
  - 1. 20 oz/sq. ft.
  - 2. Non-patinated exposed finish: Mill
  - 3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Hussey Copper Ltd.
    - b. Revere Copper Products, Inc.
    - c. Canadian Brass

## 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Grace Construction Products, a unit of W. R. Grace & Co.-Conn.; Grace Ice and Water Shield HT.
    - b. Henry Company; Blueskin PE200 HT.
    - c. Owens Corning; WeatherLock Specialty Tile & Metal Underlayment.
  - 2. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F or higher.
  - 3. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F or lower.
- B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Use fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. General: All fasteners must be compatible with base material on which they are used. Use copper rivets with non-ferrous mandrels.
  - 2. Fasteners for Copper Sheet: Copper or passivated Series 300 stainless steel.
    - a. No aluminum fasteners shall be used with copper sheet.
  - 3. Use copper rivets with non-ferrous mandrels.
- C. Solder: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.05 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

- E. Caulk: Single part linear polyurethane polymer as indicated in Section 079200 "Joint Sealants"

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- D. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- E. Seams in Copper: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- F. Do not use graphite pencils to mark metal surfaces.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The installed work of this Section shall not be used as a storage space for other materials.
- B. Do not permit unnecessary walking on the repaired sections of finished roof and sheet metal flashing. Require all personnel to wear rubber-soled shoes when installing or walking on a finished roof.

### 3.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.3 UNDERLAYMENT INSTALLATION

- A. Comply with guidelines and temperature restrictions of underlayment manufacturer for installation. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.
- B. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

### 3.4 INSTALLATION

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
  6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by separating surfaces with a permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- D. Conceal fasteners and expansion provisions in exposed work and locate to minimize possibility of leakage. Fasteners shall not be exposed.

- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pre-tinned surface would show in finished Work.
  - 1. Do not use torches for soldering.
  - 2. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
  - 3. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

### 3.5 PEDIMENT FLASHING

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated.
- B. Flashing shall be fabricated out of copper sheet metal.
- C. Install new sheet metal in accordance with Drawings, reviewed shop drawings, manufacturer's instructions and standards of workmanship as published by SMACNA
- D. Fabricate shapes as detailed and approved.
- E. Accurately fabricate and fit parts, with surfaces free from warp, wave, buckle, dent or other defects, and with square corners and angles, unless otherwise shown.
- F. Install water and weather tight where exposed to the weather, with the provision for free expansion and contraction without causing leaks.
- G. Clean soldered surfaces prior to soldering. Fully flow soldered joints. Scrape and finish exposed solder smooth. Remove traces of flux or acid.
- H. Exposed fasteners are not permitted.
- I. Fold, bead, hem or return exposed edges of fabricated sheetmetal; no raw edges will be permitted.
- J. Close all ends.

### 3.6 CAST IRON CAPITAL FLASHING

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated.
- B. Flashing shall be fabricated out of copper sheet metal.
- C. Install new sheet metal in accordance with Drawings, reviewed shop drawings, manufacturer's instructions and standards of workmanship as published by SMACNA
- D. Fabricate shapes as detailed and approved.
- E. Copper flashing at cast iron capitals must be encased on all sides with self-adhering underlayment materials as specified where copper is in contact with cast iron and masonry.

### 3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

### 3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

END OF SECTION 076200

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Joint sealants.
- B. Related Sections:
  - 1. Section 013591: Historic Treatment Procedures

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- C. Field-Adhesion Test Reports: For each sealant application tested.
- D. Warranties: Sample of special warranties.

#### 1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.



2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

- C. Preinstallation Conference: Conduct conference at Project site.

## 1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period for Urethane Sealants: 5 years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

## 2.3 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  - 1. Products:
    - a. BASF Building Systems; Sonolastic NP1.
    - b. 3M; Marine Adhesive Sealant 5200

## 2.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or other type, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests. Prime all joint substrates unless indicated otherwise in writing by the Architect.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or

harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

#### A. Exterior joints in vertical and horizontal traffic surfaces.

1. Joint Locations:
  - a. Control and expansion joints in granite capstones at knee walls.
  - b. Joints between granite stair treads on front portico.
  - c. Joints between different materials listed above.
  - d. Other dynamic joints as indicated.
2. Joint Sealant: One-component, elastomeric, gun-grade polyurethane sealant
3. Joint-Sealant Color: Match existing.

#### B. Exterior joints in vertical and horizontal nontraffic surfaces.

1. Joint Locations:
  - a. Construction joints in copper flashing.
  - b. Joints between copper flashing and stucco masonry.
  - c. Joints between copper flashing and woodwork.
  - d. Joints between different materials listed above.
  - e. Other dynamic joints as indicated.
2. Joint Sealant: One-component, elastomeric, gun-grade polyurethane sealant
3. Joint-Sealant Color: To be determined by the Architect.

END OF SECTION 079200

## SECTION 090120 – STUCCO REPAIRS AND REPLACEMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 013591 Historic Treatment Procedures
- C. Section 040513 Mortars for Structural Repairs and Repointing
- D. Section 099000: Architectural Coatings
- E. Codes and Standards set forth by:
  - 1. Preservation Brief #1, "The Cleaning and Waterproof Coating of Masonry Buildings" as published by the US National Park Service.
  - 2. Preservation Brief #22, "The Preservation and Repair of Historic Stucco" as published by the U. S. National Park Service.
  - 3. Conway, Brian D. "Illinois Preservation Series Number 2: Stucco." Springfield, Illinois: Illinois Department of Conservation, Division of Historic Sites, 1980.
  - 4. ASTM C109 – Test Method for Compressive Strength of Hydraulic Cement Mortars.
  - 5. ASTM C141 – Standard Specification for Hydraulic Lime for Structural Purposes.

#### 1.2 SUMMARY

- A. Work includes, all labor, materials, equipment, and services necessary to complete the work of stucco repairs as shown on the Drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but is not necessarily limited to, the following:
  - 1. Removal of all cracked and/or damages stucco on fluted columns #3 and #6
  - 2. Application of stucco as specified and finish to match existing stucco
  - 3. Preparation and filling of all open surface cracks and losses in stucco on west and east cheek walls.
  - 4. Score and finish new stucco to match existing

#### 1.3 SCOPE

- A. Provide all labor and materials to repair and restore stucco as specified herein and as detailed on the Drawings.

#### 1.4 QUALITY ASSURANCE

- A. This structure is an historic building. The stucco work on this project is critical to the satisfactory execution of the work. Work Experience: The Contractor and masons to perform the work in this section shall have at least (5) five years demonstrated experience with historic stucco and

mortars. He/she shall demonstrate a working knowledge of the Secretary of the Interior's Standards for Guidelines for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

- B. The Contractor shall not change sources or manufacturers of mortar materials during the course of the work.
- C. Submittals
  - 1. Prepare portable samples approximately 12 x 12 inches. Once a matching stucco sample has been approved by the Architect, placement of on-site test panels may begin.
  - 2. Test panels shall have a minimum area of 3x3 feet and shall include all types of work required in the overall project, such as patching, and crack repair. Any special tooling and texturing should be included. Test panels should not be undertaken in areas that are highly visible. Each mason proposed for work must be on site to observe construction of test panels. Architect must be on site to observe construction of test panels. Test panels will be inspected by the Architect for color, texture, and installation technique.
  - 3. After the test panels have cured for a period of 7 days (or otherwise specified by the Architect), the test panels will be inspected for color, texture, and installation technique.
- D. Approved test panels and samples shall become part of the finished work at the Contractor's option and shall establish the standard of quality expected through the remainder of the construction. The Contractor shall prepare up to three mock-up panels if required to obtain approval without additional compensation. Rejected mock-up panels shall be removed.

#### 1.5 PROJECT CONDITIONS

- A. Protection of Building: Protect building elements and finishes from damage and from deterioration caused by work of this section.
  - 1. Minimize levels of dust during stucco removal and application operations.
  - 2. Protect open joints and other vulnerable areas from water penetration to prevent leakage during the course of the work. Open areas shall not be left exposed overnight or when inclement weather is predicted.
  - 3. Protect window sashes and frames with ply wood or other sturdy barrier during stucco rehabilitation work around window openings.
  - 4. Protect the existing roof surface from damage during the course of the stucco rehabilitation work. Repair all damage to metal roofing, flashings, etc., to the satisfaction of, and at no additional cost to, to the owner or Architect.
  - 5. Protect adjacent work from moisture deterioration and soiling due to stucco rehabilitation work. Provide temporary coverings as required to prevent spattering of stucco on other materials.
  - 6. The Contractor shall provide visible barriers and / or warning tape around the perimeter of the work area for visitor protection and shall provide that nearby vehicles and adjacent structures and foliage are protected from damage during the stucco rehabilitation work.
  - 7. Contractor shall coordinate stucco work with the other trades involved in exterior rehabilitation work.

#### 1.6 ENVIRONMENTAL CONDITIONS

- A. General: Perform work only when temperature of products being used and air temperature and humidity comply with the manufacturer's requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.

- B. Take precautionary measures necessary to assure that excessive temperature changes do not occur.
- C. Cold Weather Limitations on Use of stucco: Do not mix or use mortars when air or masonry temperature is below 40 deg F or when it is expected to drop below 40 deg F within 72 hours of stucco application.
- D. Hot Weather Limitations: Protect work during hot weather (ambient air temperature above 80 degrees Fahrenheit, direct sunlight, or windy conditions) from premature drying or too rapid curing by use of dampened fabric coverings or other methods as approved by Architect.
  - 1. If ambient the air temperature exceeds 100 deg F or exceeds 90 deg F with a wind velocity greater than 8mph, flush mixer, transport container, and boards with cool water before they come into contact with the stucco ingredients. Maintain temperature of stucco below 120 deg F and use fresh stucco within 2 hours of initial mixing.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site and store in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers, and which shall show grade, batch, and production data.
- B. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign materials
- C. Storage and Protection: All materials must be protected from rainwater and ground moisture, and from staining or intermixture with earth or other types of materials.
  - 1. Sand
    - a. Maintain sand at constant moisture content
    - b. Cover pile when not in use
    - c. Arrange pile for free drainage
    - d. Do not use bottom portion of pile (wet or in contact with earth) in stucco
  - 2. Hydraulic Lime
    - a. Do not tarp or wrap materials so as to trap moisture or permit condensation to form
    - b. Allow air to circulate freely around materials
    - c. Do not use bags that have been broken or exposed to moisture. Reseal open bags at the end of the work day in a manner to prevent moisture intrusion.
  - 3. Discard and remove from site deteriorated, contaminated materials and products that have exceeded their expiration dates. Replace with fresh materials.
  - 4. The contractor becomes responsible for the product at the time it is received.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, General

- A. Grade and Quality: Materials shall conform to the requirements of this Section and shall be new, free from defects, and of recent manufacture
- B. Hydraulic Lime Based Repointing Stucco



1. Natural Hydraulic Lime: NHL 3.5
    - a. All containers shall be marked including manufacturing date and batch number. Manufacturer is required to maintain production-sampling procedures for each batch for quality control purposes. Samples of proposed materials for mock up panels at the site provided by the manufacturer.
  2. Aggregate: Shall be a variable graded (coarse to fine) washed sand matching the texture and range of sizes found in the original mortar. Natural or manufactured sharp sand, with at least four grades of sand forming a substantial part of the sand and no more than 1% of the particles smaller than grade 200. Clean, well-graded, sharp, angular crushed aggregate complying with the requirements for deleterious substances and soundness of ASTM C 144. Sand aggregate shall have a nominal top size of 2.38mm (No. 8 US sieve) with over 75% of the material having a diameter between 1mm (No. 16 US sieve) and 0.297mm (No. 50 US sieve). Fine sands or monogranular sands are to be avoided.
  3. Water: Shall be clean and free of acids, Alkalis or organic materials. If water must be transported or stored in a container, the container must not impart any chemicals to the water.
- C. Lime-Cement Portland Stucco
1. White Portland Cement: ASTM C 150, Type II, shall conform to ASTM C150. If not available, Type I may be used. Grey Portland Cement, Type II may be substituted for white portland to match desired color if necessary at the Architect's discretion.
  2. Lime: Shall conform to ASTM C207, Type S hydrated lime.
  3. Aggregate: Shall be a variable graded (coarse to fine) washed sand matching the texture and range of sizes found in the original mortar. Natural or manufactured sharp sand, with at least four grades of sand forming a substantial part of the sand and no more than 1% of the particles smaller than grade 200. Clean, well-graded, sharp, angular crushed aggregate complying with the requirements for deleterious substances and soundness of ASTM C 144.
  4. Water: Shall be clean and free of acids, Alkalis or organic materials. If water must be transported or stored in a container, the container must not impart any chemicals to the water.

## 2.2 STUCCO MIXES

- A. Hydraulic Lime-Based Stucco for Repair to Fluted Columns
1. Scratch Coat
    - a. 1 part NHL 3.5
    - b. 2 parts sand
    - c. Enough water to form a workable consistency
  2. Brown Coat
    - a. 1 part NHL 3.5
    - b. 2.5 parts sand
    - c. Enough water to form a workable consistency
  3. Finish Coat
    - a. 1 part NHL 3.5
    - b. 2.5 parts sand
    - c. Enough water to form a workable consistency
- B. Portland Cement-Lime Mortar for Repairs to North Portico Cheek Walls
1. Scratch Coat
    - a. 1 part Portland cement, Type II
    - b. 2 parts Type S, hydrated lime
    - c. 9 parts sand

2. Brown Coat
  - a. 1 part Portland cement, Type II
  - b. 2 parts Type S, hydrated lime
  - c. 9 parts sand
3. Finish Coat
  - a.  $\frac{1}{2}$  to  $\frac{3}{4}$  parts Portland cement, Type II
  - b. 2 parts Type S, hydrated lime
  - c. 9 parts sand

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The extent of the stucco repair work shall be approved by the Architect on site prior to beginning operations. The Contractor shall submit an annotated drawing or photographs showing the affected areas, along with a written description of the methods and materials to be used.
- B. Before commencement of work, carefully examine all surfaces to receive work and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.

### 3.2 PREPARATION

- A. Remove all loose, deteriorated, and severely cracked stucco to the masonry substrate. Remove stucco using hand tools. Do not use power tools. Avoid over sounding to prevent additional damage to adjacent keys.
- B. Probe areas of loose stucco to ensure no abandoned fasteners remain adhered to the masonry substrate
  1. Remove abandoned fasteners that would impede successful patching of the stucco.
- C. Square off large areas to receive new patching, back-beveling edges to receive new stucco. Where possible, square off patches to coincide with scoring lines on stucco surface.
- D. Wash areas to be patched thoroughly with clean water to remove dust and loose debris prior to patching.

### 3.3 HYDRAULIC LIME BASED STUCCO

- A. All ingredients shall be measured by volume using pre-established uniform measure, rather than a less uniform measure such as a shovel.
- B. Mix hydraulic lime stucco thoroughly prior to use.
- C. Vertical shaft or mortar mixers should be used rather than cement drum-type mixers.

- D. Add sand and lime alternately to the mixer while it is running. Mix dry for 5 minutes until uniform color is achieved. Continue mixing until workability is achieved adding water slowly.
- E. Mix for a minimum of 15 minutes. Avoid locating the mixer in direct sunlight to minimize heating of the mortar. When thoroughly mixed, lime stucco should be fairly dry to the appearance, but spreadable. Wash all mixing equipment thoroughly when mixing is completed.
- F. Mix only as much stucco as can be used prior to initial set.

### 3.4 INSTALLATION

#### A. Stucco Repair of Small Voids:

- 1. Open voids, nail holes, and other surface imperfections in stucco shall be repaired with a patch prior to application of coating
  - a. Prior to application, probe small areas of loose stucco to ensure no abandoned fasteners remain adhered to the masonry substrate
  - b. Remove abandoned fasteners that would impede successful patching of the stucco.
  - c. Patch small areas of stucco with a stucco repair mortar. Follow product specifications for preparation and application.
- 2. Cleaning: Clean stucco surface until they are free from dirt, oil, organic growth, and all other foreign substance.

#### B. Stucco Repair of Minor Cracks ( $\frac{1}{8}$ inch and smaller)

- 1. Crack should be free from dirt, grease, and vegetation. Blow cracks clean with compressed air, not to exceed 150 psi.
- 2. Apply a light coat of the slurry along the crack and work to match existing stucco.
- 3. Flush fill all surface cracks and hole to level of surrounding stucco to provide water tight skin.

#### C. Stucco Repair of Intermediate Cracks (larger than $\frac{1}{8}$ inch to $\frac{1}{4}$ inch)

- 1. Cracks to be repaired shall be routed to a minimum width and depth of  $\frac{1}{4}$  inch to accommodate stucco fill. The edges of the crack shall be undercut where possible. Brush cracks clean of loose debris with a soft brush.
- 2. The area to receive the stucco fill shall be thoroughly wetted to prevent dehydration of the stucco. Re-wet as necessary. Using the approved stucco mix, fill the crack and work stucco in as tightly as possible until flush with adjoining surface. Remove excess stucco. Protect filled areas with plastic sheeting and re-wet periodically to allow a full cure.
- 3. Flush fill all surface cracks and hole to level of surrounding stucco to provide water tight skin.

#### D. Stucco Repair of Large Cracks (larger than $\frac{1}{4}$ inch)

- 1. Rout cracks to be repaired to a roughly uniform width of at least  $\frac{1}{2}$  inch down to the masonry substrate. Back-bevel edges where possible to improve adhesion of patching material.
- 2. The area to receive the stucco fill shall be thoroughly wetted to prevent dehydration of the stucco. Re-wet as necessary. Using the approved stucco mix, fill the crack and work stucco in as tightly as possible until flush with adjoining surface. Remove excess stucco. Protect filled areas with plastic sheeting and re-wet periodically to allow a full cure.

3. Flush fill all surface cracks and hole to level of surrounding stucco to provide water tight skin.

E. Stucco Repair by Patching

1. Ensure mortar joints are raked back to key new stucco. Rake out brick or stone mortar joints to a depth of 1.5 times the joint width.
2. Surface should be free of debris, dust, dirt, grease, oil, paint, and vegetation. Clean with a bristle brush. A clean surface is necessary to obtain a good bond between the stucco and substrate
3. Area should be cut on the diagonal and squared off with a butt joint to provide a neat patch. If necessary, and as reviewed by the Architect, it may be preferred to stucco the area of an entire feature.
4. New patch must not overlap existing stucco.
5. Dampen masonry prior to repointing to reduce suction of water from the stucco and shrinkage cracks. Do not fully saturate masonry. Substrate shall be glistening.
6. Apply stucco in accordance with manufacturer's instructions.
7. Apply a scratch coat of stucco, applying sufficient pressure to fill irregularities of the substrate and to ensure good keying into the brick substrate, The thickness of the scratch coat should be approximately 1/4" to 3/8"
8. Allow scratch coat to set to thumb print hardness before applying brown coat. The approximate amount of time depends on the temperature and relative humidity.
9. The scratch coat must be scratched or crosshatched with a comb to provide a key for the second coat.
10. Remoisten the surface of the stucco by misting with water. For NHL stucco, apply brown coat 2 days after completion of first coat.
11. Apply a brown coat of stucco to the scratch coat. The thickness should correspond to the original extant or approximately 1/4" to 3/8"
12. Finish the second coat with a wood float that has a small nail driven through it (only the nail tip protrudes) to provide good keys for the finish coat.
13. Remoisten surface of stucco coat by misting with water occasionally during set so that direct sun or dry weather does not cause it to dry too rapidly or crack.
14. Allow brown coat to set to thumb print hardness before applying brown coat. The approximate amount of time depends on the temperature and relative humidity.
15. After curing, dampen previous coat prior to applying finish coat.
16. The final or finish coat is applied when the brown coat is initially set. Work the finish coat to match the thickness texture of the historic stucco. The finish coat shall be at least 1/8" thick.
17. Avoid excessive working of the surface. Delay troweling as long as possible to avoid drawing excess fines to the surface.
18. Check for shrinkage during the first 2 days and, if necessary, lightly dampen the relevant area, tighten back and re-key. In case of intermediate coats this would apply to each coat. Do not apply finishing coat until undercoat is adequately hardened.
19. Patches to existing stucco to remain shall match the existing surface texture and tooling.

3.5 CURING

A. Curing: Protect each coat of stucco work from drying out for a period of 72 hours

1. If ambient the air temperature exceeds 100 deg F or exceeds 90 deg F with a wind velocity greater than 8mph, fog spray all newly applied stucco until damp, a minimum of three times a day for 3 days following application.

2. Provide sufficient moisture in the stucco to permit continuous hydration of the cementitious materials. The most effective procedure for curing shall be based on climactic and site conditions.
3. Protection from the quick drying effects of wind or direct strong sun should be provided by using shading sheets on scaffolding.

### 3.6 CLEANING

- A. Remove temporary coverings used to protect adjacent surfaces from stucco spatter. Promptly remove stucco from surfaces which are not to be plastered. Repair surfaces which have been stained, marred or otherwise damaged during the stucco work. Remove unused materials, containers, equipment and debris after stucco work is complete.

END OF SECTION 090120

## SECTION 09900 – ARCHITECTURAL COATINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 013959: Historic Treatment Procedures
- C. Section 090120: Stucco Repairs and Replacement
- D. Codes and standards set forth by:
  - 1. Preservation Brief #1, "Assessing Cleaning and Water Repellent Cleaning for Historic Masonry Buildings" as published by the U. S. National Park Service.
  - 2. Preservation Brief #6, "Dangers of Abrasive Cleaning to Historic Buildings" as published by the U. S. National Park Service.
  - 3. Preservation Brief #10, "Exterior Paint Problems on Historic Woodwork" as published by the U. S. National Park Service.
  - 4. All work shall be performed in accordance with the "Secretary of the Interior's Standards for Rehabilitation, "U.S. Department of the Interior, National Park Service, 1995."
  - 5. "Standard (Type 1)" as defined by the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications", current edition
  - 6. MPI Standards:
    - a. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
    - b. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
  - 7. ASTM D16-03 "Standard Terminology for Paint, Related Coatings, Materials, and Applications"
  - 8. In addition to complying with all pertinent codes and standards, it shall be assumed that the existing painted surfaces are lead based. Painting contractor shall be responsible for complying with all EPA, DHEC and OSHA standards concerning the safe removal, disposal and cleanup of any lead based paint and the safety of the workers and people outside the work areas. All dust, debris and residue shall be contained within the work area. Painting contractor shall be certified by the EPA.

#### 1.2 SUMMARY

- A. Section includes historic treatment of plain painting as follows:
  - 1. Removing existing paint and transparent finishes which may contain lead based on its age.
  - 2. Repairing substrates.
  - 3. Plain painting of historic and non-historic surfaces.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.

1. Do not paint prefinished items, finished metal surfaces, operating parts, and labels.

### 1.3 DEFINITIONS

- A. "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats

### 1.4 SCOPE

- A. This Section includes all labor, materials, equipment, and services required to furnish and apply all of the painting materials indicated on the Drawings and as specified herein. Work shall include partial painting of the building's exterior woodwork, new and disturbed adjacent surfaces, stucco and metal roof flashing.
  1. Different colors shall be utilized as specified by Architect and illustrated in Drawings.
- B. It is the intent of this Specification to require that all disturbed and new surfaces, unless otherwise specified or indicated to receive a factory finish shall receive the painter's finish as outlined herein.
- C. Contractor shall leave owner with one can of each product used appropriately marked with details of location on buildings. Provide list of color names, numbers and formulas.

### 1.5 SUBMITTALS

- A. Product Data: For each paint system indicated. Include block fillers and primers.
  1. Provide manufacturers' technical information, label analysis, and application instructions for each material proposed for use.
- B. Product List: For each product indicated, include the following:
  1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
- C. Paint Color Schedule: Prior to requesting inspection for Substantial Completion, submit schedule indicating all paint manufacturers, product numbers and colors for all painted surfaces.
- D. Samples. Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.
  1. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture is achieved.
  2. Provide a list of materials and application for each coat of each sample. Label each sample as to location and application.

## 1.6 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic painting specialist with five years' expertise in matching and touching up existing painting. Experience only in new painting work is insufficient experience for historic treatment work.
- B. Mockups: Prepare mockups of historic treatment processes for each type of coating system and substrate indicated and each color and finish required to demonstrate aesthetic effects and to set quality standards for materials and execution. Duplicate appearance of approved Sample submittals.
  - 1. Surface-preparation mockups using applicable specified methods of cleaning and other surface preparation.
  - 2. Coating mockups to represent surfaces and conditions for application of each type of coating system.
- C. Lead Based Paint: The areas to be prepared for repainting may contain paint from the early twentieth century. Based on coatings of similar age, there will be lead in the existing paint when encountered. Consult the University of South Carolina abatement reports for identified locations of lead paint and other hazardous materials.
  - 1. Take all necessary actions and precautions to assure safety of the public, property and the environment, and workers in scraping, sanding, removing and disposing of any existing paint;
  - 2. Comply with applicable health, safety and environmental regulations of the government agencies having jurisdiction.

## 1.7 PROJECT CONDITIONS

- A. The Contractor is responsible for protecting existing adjacent materials and surfaces during the execution of the work, and shall provide all necessary protection and follow all necessary work procedures to avoid damage to existing material assemblies not a part of the work in the Section.
- B. The Contractor shall provide visible barriers and / or warning tape around the perimeter of the work area for visitor protection and shall also provide that nearby vehicles and adjacent structures will be protected from damage during the course of the work.

## 1.8 ENVIRONMENTAL CONDITIONS

- A. The coating manufacturer's requirements for ambient temperature, humidity, and ventilation during painting operations, and temperature of surfaces to receive a coating shall be strictly followed
- B. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 degrees F.
- C. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 95 degrees F.
- D. Do not paint exterior when temperature is below 50° F when the surface is damp, or when temperature is likely to drop to freezing within 24 hours. Avoid painting when surface is exposed to hot sun or early morning dew. Immediately prime all exterior bare wood after sanding and cleaning. Do not allow exterior bare wood to stand exposed to the weather.



1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.
- E. Comply with the manufacturer's recommendations as to environmental conditions under which the coating systems may be applied.
- F. Do not apply paint in areas where dust is being generated
- G. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all coating materials to site and store in manufacturer's original unopened containers and packaging, bearing manufacturer's name and label and the following information:
  1. Product name or title of material
  2. Product description (generic classification or binder type).
  3. Manufacturer's stock number and date of manufacture.
  4. Contents by volume, for pigment and vehicle constituents.
  5. Thinning instructions.
  6. Application instructions.
  7. Color name and number.
- B. Protection
  1. Store only the approved materials on the job site and store only in a suitable and designated area restricted to the storage of paint materials. Space shall comply with the paint manufacturer's requirements for storage temperature. Protect from freezing.
  2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.
  3. Use all means necessary to protect paint materials before, during, and after application and to protect the installed work and materials of all other Trades.
  4. Keep storage area neat and orderly. Remove oily rags and waste daily.
- C. Replacements: In the event of damage to the products, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.
  1. Order replacement materials at the earliest possible date, to avoid delaying completion of the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Material Compatibility:
  1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

## 2.2 MODERN PAINT MATERIALS, GENERAL

- A. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Transition Coat: Paint manufacturer's recommended coating for use where a residual existing coating is incompatible with the paint system.
- C. Products listed below represent materials that will likely be used for painting historic elements. This section assures quality of Work by listing regulatory language and by setting standards of quality for materials. Information from the testing shall guide product selection and repair procedures.

## 2.3 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent MPI listed manufacturer:
  - 1. Benjamin Moore & Co.
  - 2. Duron, Inc.
  - 3. ICI Paints.
  - 4. PPG Industries, Inc.
  - 5. Rose Talbert Paints.
  - 6. Sherwin-Williams Co.
- B. Substitutions must be approved by Architect.

## 2.4 PREPARATORY MATERIALS

- A. Pigments, thinners, and solvents used with any coating material shall be as recommended by the paint manufacturer for the particular product.
- B. Paint Stripper
  - 1. Stripper shall be a water based paint remover that is capable of removing high performance coatings including elastomeric paints.
  - 2. Product shall be biodegradable and safe to use on historic surfaces including smooth and ornamental wood, metal, masonry, stucco, concrete, and brick.
    - a. MASONRE® S-305 Heavy Duty Paint Stripper
    - b. An approved equal

## 2.5 PAINT MATERIALS, GENERAL

- A. Material Compatibility:
  - 1. All paint and finishing materials shall be lead free.
  - 2. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

3. For each coat in a paint system, provide products recommended in writing by manufactures of topcoat for use in paint system and on substrate indicated.
  4. Colors: As selected by Architect from manufacture's full range.
- B. Stucco Paint: Breathable paint designed for masonry that provides a water barrier but is vapor permeable. Chosen paint shall be compatible with historic masonry and approved by Architect. Elastomeric paints are not permitted.
- C. Wood Paint: Provide the best quality grade of paint as regularly manufactured by specified manufacturer. Primer coats must be produced by the same manufacturer as the finish coats to ensure compatibility
1. Exterior Wood Primer
    - a. Oil Based Wood Primer
  2. Exterior Wood Paint (2 Finish Coats)
    - a. Exterior Latex Paint
      - 1) Color and finish to be determined by Architect. Match existing.
- D. Caulking Materials: Sealant with 20 year life expectancy. Sealant to be paintable.
1. As specified in Section 079200 "Joint Sealants."
- E. Wood Filler:
1. Wood-Patching Compound: Two-part, epoxy-resin, wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
    - a. Use a Bisphenol A based low viscosity liquid epoxy resin with appropriate hardener that cures to a high strength plastic solid under room temperatures.
    - b. Epoxy to hardener ratio shall not exceed 5:1
    - c. Product shall be specifically designed to bond with historic wood fiber and must be able to be sanded and shaped when cured.
- F. Exterior Copper Metal Paint
1. Metal Primer
    - a. SPEEDHIDE Int/Ext Zinc Chromate Metal Primer
  2. Metal Paint
    - a. Pitt-Tech DTM Industrial Enamel 90-474 (satin)
      - 1) Color to be determined by Architect.

## PART 3 - EXECUTION

### 3.1 HISTORIC TREATMENT OF PAINTING, GENERAL

- A. Execution of the Work: In treating historic items, disturb them as minimally as possible and as follows:
1. Remove failed coatings and corrosion and repaint.
  2. Verify that substrate surface conditions are suitable for painting.
  3. Allow other trades to repair items in place and retain as much original material as possible before repainting.

4. Install temporary protective measures to protect historic painted surfaces that shall be treated later.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use only the gentlest mechanical methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail. Do not use abrasive methods such as rotary sanding, rotary wire brushing, or power tools except as indicated as part of the historic treatment program and as approved by Architect.
- C. Heat Processes: Do not use torches, heat guns, or heat plates.

### 3.2 EXAMINATION:

- A. Before commencement of work, carefully examine all surfaces to be painted and notify the Architect in writing of any conditions detrimental to the performance of this work. Do not proceed until unsatisfactory or deteriorated conditions have been inspected, corrected and are acceptable to the Architect and the applicator. Commencement of work will be construed as the applicator's acceptance of all surfaces. Commencement of the work prior to the Architect's inspection and acceptance is done at the applicator's risk.
- B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:
  1. Masonry (Clay and CMU): 12 percent.
  2. Wood: 15 percent.

### 3.3 INSPECTION:

- A. Prior to all work of this Section, carefully inspect the installed work of all other Trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that paint finishes may be applied in strict accordance with all pertinent codes and regulations and the requirements of these Specifications.

### 3.4 DISCREPENCIES

- A. In the event of discrepancy, immediately notify the Architect.
- B. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Commencement of work shall be construed as acceptance of the surfaces and, therefore, the Contractor shall be fully responsible for satisfactory work as required herein.

### 3.5 SURFACE PREPARATION

- A. General: For application of approved removal products, use only such equipment as is recommended for application of the paint removal product by the manufacturer, and as approved by the Architect.
  1. General: Use only the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.

- B. Compatibility: Prior to actual use of the application equipment, use all means necessary to verify that the proposed equipment is actually compatible with the material to be applied and that the integrity of the finish will not be jeopardized by use of the proposed application equipment. Contractor to coordinate with manufacturer's representatives on appropriate tools and equipment.
- C. Use only methods and materials determined during testing phase and mock-up approved by Owner's Representative. Remove paint from the surface to degree accepted by Owner's Representative. Do not over-clean surfaces. Do not permit paint removal to continue if methods and materials employed result in any permanent damage to surfaces.
- D. Prior to all surface preparation and paint operations, completely mask, remove, or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.
- E. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease and incompatible paint and encapsulates.
- F. Do not proceed with treatment until proper protection has been installed for adjacent materials.
- G. Detergent Cleaning: Wash surfaces by hand using clean rags, sponges, and bristle brushes. Scrub surface with detergent solution and bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet. Rinse with water applied by clean rags or sponges.
- H. Solvent Cleaning: Use solvent cleaning to remove oil, grease, smoke, tar, and asphalt from painted or unpainted surfaces before other preparation work. Wipe surfaces with solvent using clean rags and sponges. If necessary, spot-solvent cleaning may be employed just prior to commencement of paint application, provided enough time is allowed for complete evaporation.
- I. Mildew: Clean off existing mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. Rinse with water applied by clean rags or sponges.
- J. Contractor shall reclaim and dispose of all spent media used in conjunction with this project in accordance with applicable laws.

### 3.6 PAINT REMOVAL

- A. General: Remove paint where indicated. Where cleaning methods have been attempted and further removal of the paint is required because of incompatible or unsatisfactory surfaces for repainting, remove paint to extent required by conditions.
  - 1. Brushes: Use brushes that are resistant to chemicals being used.
    - a. Metal Substrates: If using wire brushes on metal, use brushes of same metal composition as metal being treated.
    - b. Wood Substrates: Do not use wire brushes.
- B. Paint Removal with Hand Tools: Remove paint manually using hand-held scrapers as appropriate for the substrate material. Do not use other methods except as indicated as part of the historic treatment program and as approved by Architect.
- C. Wood Substrates:

1. Hand scraping shall be careful not to gouge or otherwise damage existing detail of woodwork.
  2. Scrape with hand tools all other surfaces exhibiting areas of loose or peeling paint, and areas of adhesion failure
  3. Feather all rough edges with by hand sanding to provide a smooth transition between paint layers and substrate.
  4. As it is imperative that the substrate be free of all marks from sanding and tools, a disc sander shall not be used.
  5. If exterior water blasting is to be used, water pressure shall not exceed 500 psi, 5-6 gals/min. with a 15-degree fan-shaped spray head. Wood shall be dried thoroughly prior to painting. Moisture content should not exceed 12%.
  6. If existing surfaces have received too many coats of paint to effectively sand for preparation, remove paint with paint stripper, sand, and prime.
    - a. Any chemical paint removers shall be utilized in strict accordance with manufacturer's recommendations. Extreme care must be taken to protect the public and water runoff in accordance with EPA, DHEC and OSHA standards. In addition, contractor shall protect workers and the public, and dispose of residue in accordance with EPA, DHEC and OSHA.
  7. Open joints, cracks, nail holes, and other surface imperfections in wood substrate shall be properly caulked or puttied after application of primer. Leave surface smooth and uniform prior to further application of paint.
  8. Knots
    - a. On small, dry, season knots, thoroughly scrape and clean the surfaces and apply one (1) coat of good quality knot-sealer before application of the priming coat.
    - b. On large, open, unseasoned knots, scrape off all pitch and thoroughly clean the area, followed by an application of one (1) coat of good quality knot-sealer.
    - c. Remove and treat all pitch surfaces as required for large knots.
  9. Spot prime all exposed nails and other metals which are to be painted using a primer recommended by the manufacturer of the coating system. Rusted nail heads shall be sanded and spot primed with a rust inhibitive primer.
- D. Paint Removal with Low-Odor, Solvent-Type Paste Paint Remover:
1. Remove loose and peeling paint using scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
  2. Apply thick coating of paint remover to dry, painted surface with natural-fiber cleaning brush, deep-nap roller, or large paintbrush. Apply in one or two coats according to manufacturer's written instructions.
  3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
  4. Use mechanical methods recommended in writing by manufacturer to remove chemicals and paint residue.
  5. Repeat process if necessary to remove all paint.
- E. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- F. Adequate illumination shall be provided in all areas where painting and staining operations are in progress.
- G. Efflorescence on any area that is scheduled to be painted shall be removed.

### 3.7 MATERIAL PREPARATION OF PAINT

- A. Mix and prepare materials in accordance with manufacturer's directions or those specified herein, whichever is more stringent.

- B. Stir materials before application to produce a mixture of uniform density and stir as required during application of the materials. Do not stir into the material any foreign materials, residue or surface film. Remove any such deleterious material and strain coating materials before using if necessary.
- C. Add minimum amount of solvents or thinners to coating materials as necessary to achieve proper consistency for method of application.

### 3.8 PAINT APPLICATION

- A. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.
- B. Apply a transition coat over incompatible existing coatings.
- C. General Finish Application for Paint
  - 1. All materials shall be applied under adequate illumination, evenly spread, and smoothly flowed on with the proper type and size of brushes, roller covers, and bucket grids, to avoid run, sags, holidays, brush marks, air bubbles, and excessive roller stipple.
  - 2. The number of coats and film thickness shall be the same regardless of the method of application. Do not apply succeeding coats until previous coat has dried or cured as recommended by paint manufacturer. Give special attention to insure that surfaces, including edges, corners, and crevices receive a dry film thickness equivalent to that of flat surfaces.
  - 3. Apply each coat at not less than recommended spreading rate to provide the dry film millimeter thickness specified by the manufacturer for each paint coating.
  - 4. Coverage and hiding shall be complete. When color, stain, mark of any kind, dirt or undercoats show through the final schedule coat of paint to the surface, it shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage at no additional cost to the Owner.
  - 5. Back prime any new material before installation unless specified to receive a transparent finish.
  - 6. Fill open grain wood with Paste Wood Filler.
  - 7. Touch-up painting as required to provide smooth, even finish prior to final acceptance of work.
- D. Wood Finish Application
  - 1. Apply paint with brush, spray, or roller using method best suited for type of material.
  - 2. Base or prime paint coat shall vary slightly in color from finish coat.
  - 3. Each coat shall be checked and any imperfections, faulty material, poor workmanship, etc. shall be corrected before applying succeeding coat.
  - 4. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners and crevices, receive a dry film thickness equivalent to that of flat surfaces.
  - 5. Avoid retouching the final coat
- E. Iron
  - 1. Newly cleaned iron should be painted immediately with a corrosion-inhibiting primer before new rust begins to form.
  - 2. Prior to applying paint, ensure surface is dry
  - 3. Follow manufacturer's recommendations for application of primer and finish coats.

- F. All materials must be inspected by Architect prior to application of finish coat.

### 3.9 REINSTALLATION OF REMOVED ITEMS

- A. Following completion of painting in each space, promptly reinstall all items removed for painting using only workmen skilled in the particular trade.

### 3.10 CLEAN UP

- A. General
  - 1. Provide daily cleanup
  - 2. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in area specifically set aside for that purpose. Do not store paint materials uncovered.
  - 3. Prevent accidental spilling or splashing of paint materials, and in the event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- C. Upon completion of the painting or finishing, remove excess paint materials, tools and equipment, drop cloths and other protective materials, and debris from the site.
- D. Prior to final acceptance: Upon completion of this portion of the Work, visually inspect the surfaces. Clean paint spots or spatters from surfaces not scheduled to receive paint, such as landings, adjacent masonry, and fixtures, leaving surfaces in a satisfactory condition.

### 3.11 EXTERIOR PAINTING SCHEDULE

- A. All materials for a given finishing system shall be the products of a single manufacturer
- B. Exterior Painting Schedule to Be Determined by Architect and the University of South Carolina.

END OF SECTION 099000