

Project Manual # _____



South Carolina Department of Health
and Environmental Control
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201

Project Manual for

Project Name:

DHEC State Park Re-Roofing of Multiple Buildings

Project No.:

J04-9526-PD

Prepared by:

Pete Creighton

Location:

DHEC State Park Campus

8500 Farrow Rd.

PO Box 151

State Park, SC 29147

Date: **05/13/15**

TABLE OF CONTENTS**PROJECT NAME:** DHEC State Park Re-Roofing of Multiple Buildings**PROJECT NUMBER:** J04-9526-PD

<u>SECTION</u>	<u>NUMBER OF PAGES</u>
Table of Contents	2
Invitation for Construction Services (SE-310).....	1
Instructions to Bidders (AIA Document A701 – 1997 Edition)	6
OSE Form 00201 - Standard Supplemental Instructions to Bidders.....	9
Bid Bond (AIA A310)	1
Lump Sum Bid Form (SE-330)	6
Standard Form of Agreement between Owner and Contractor (AIA Document A101 – 2007 Edition)	7
OSE Form 00501 - Standard Modifications to Agreement Between Owner and Contractor	3
General Conditions of the Contract for Construction (AIA Document A201 – 2007 Edition)	38
OSE Form 00811 - Standard Supplementary Conditions.....	21
Performance Bond (SE-355).....	2
Labor & Material Payment Bond (SE-357)	2
Change Order to Construction Contract (SE-380)	1

TECHNICAL SPECIFICATIONS

SPECIFICATIONS

Section 0101016
Section 0208012
Section 020842

Asbestos Report, 05/13/15 David & Floyd62

PLANS

- Cover Page
- R1 Existing Roof Plans
- R2 Existing Roof Plans
- R3 Existing Roof Plans
- R4 Existing Roof Plans
- R5 New Roof Plans and Details
- R6 New Roof Plans
- R7 New Roof Plan
- R8 New Roof Plan
- R9 Sections and Details

SE-310

INVITATION FOR CONSTRUCTION SERVICES

PROJECT NAME: DHEC State Park Re-Roofing of Multiple BuildingsPROJECT NUMBER: J04-9526-PDPROJECT LOCATION: DHEC State Park Campus, 8500 Farrow Rd., State Park, SC 29147

BID SECURITY REQUIRED? Yes No NOTE: Contractor may be subject to a performance appraisal at the close of the project.
 PERFORMANCE BOND REQUIRED? Yes No
 PAYMENT BOND REQUIRED? Yes No CONSTRUCTION COST RANGE: \$ 100,000 - \$150,000

DESCRIPTION OF PROJECT: This project is to replace the shingle roofs of 7 buildings on the State Park Campus. The roofs are between 15 to 25 years old, some with multiple additions. All the roofs are leaking to some degree and have been patched where possible. The roofs are reaching the end of their life and leaks are becoming more common. The intent is to provide a low maintenance water tight roof surface.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: DHEC Website (see the web address below)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:

<http://www.scdhec.gov/Agency/DoingBusinesswithDHEC/Projects/>TPM Columbia*All questions & correspondence concerning this Invitation shall be addressed to the A-E.*A-E NAME: Floyd Abrams CompanyA-E CONTACT: Floyd AbramsA-E ADDRESS: Street/PO Box: P.O. Box 6136City: ColumbiaState: SCZIP: 29260-6136EMAIL: floydabramsc@mindspring.comTELEPHONE: 803-446-2248FAX: 803-343-1274AGENCY: South Carolina Department of Health and Environmental ControlAGENCY PROJECT COORDINATOR: Pete CreightonADDRESS: Street/PO Box: 301 Gervais StCity: ColumbiaState: SCZIP: 29201-EMAIL: creighpi@dhec.sc.govTELEPHONE: 803-413-4171FAX: 803-898-3505PRE-BID CONFERENCE: Yes No MANDATORY ATTENDANCE: Yes No PRE-BID DATE: 10/6/2015 TIME: 10:00 am PLACE: Bldg # 15, 8500 Farrow Rd., State Park, SC 29147BID CLOSING DATE: 10/15/2015 TIME: 2:00 pm PLACE: Room 416, 301 Gervais St, Columbia, SC 29201

BID DELIVERY ADDRESSES:

HAND-DELIVERY:

Attn: Pete Creighton301 Gervais St, Columbia, SC 29201Sealed Bid

MAIL SERVICE:

Attn: Pete Creighton301 Gervais St, Columbia, SC 29201Sealed BidIS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) Yes No APPROVED BY: 

(OSE Project Manager)

DATE: 9.21.15

**Instructions to Bidders
(AIA Document A701 – 1997 Edition)**

THIS DOCUMENT WILL BE PROVIDED UPON WRITTEN REQUEST FROM:

DHEC Bureau of Business Management

301 Gervais St

Columbia, SC 29201

OSE FORM 00201**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****AGENCY:** SC Department of Health and Environmental Control**PROJECT NAME:** DHEC State Park Re-Roofing of Multiple Buildings**PROJECT NUMBER:** J04-9526-PD**PROJECT LOCATION:** DHEC State Park Campus, 8500 Farrow Rd., PO Box 151, State Park, SC 29147**PROCUREMENT OFFICER:** Pete Creighton**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**

- 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.

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

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. 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.

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

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.

OSE FORM 00201

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

shall give their Bids to the Owner's procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

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

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

2.30 *Delete Section 4.4.2 and substitute the following:*

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

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

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

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

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

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**

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

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****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: DHEC's Front Entrance

Building Where Posted: Columbia Mills (State Museum)

Address of Building: 301 Gervais St, Columbia, SC 29201

WEB site address (if applicable): <http://www.scdhec.gov/Agency/DoingBusinesswithDHEC/Projects/>

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@mso.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

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

END OF DOCUMENT

IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control 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.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

<i>Vendor Name (Printed)</i>	<i>Taxpayer Identification No.</i>
<i>By (Authorized Signature)</i>	<i>State Vendor No.</i>
<i>Printed Name and Title of Person Signing</i>	<i>Dates Executed</i>

Bid Bond
(AIA Document A310 – 2010 Edition)

THIS DOCUMENT WILL BE PROVIDED UPON WRITTEN REQUEST FROM:

DHEC Bureau of Business Management

301 Gervais St

Columbia, SC 29201

**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: SC Department of Health & Enviromental Control
(Owner's Name)

FOR: PROJECT NAME: SC DHEC State Park Re-Roofing of Multiple Buildings
PROJECT NUMBER: J04-9526-PD

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):* _____

\$ _____, 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): N/A

ADD TO or **DEDUCT FROM BASE BID:** \$

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

ALTERNATE # 2 (Brief Description): N/A

ADD TO or **DEDUCT FROM BASE BID:** \$

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

ALTERNATE # 3 (Brief Description): N/A

ADD TO or **DEDUCT FROM BASE BID:** \$

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

§ 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**.

<u>No.</u>	<u>ITEM</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	<u>Replace damaged roof deck*</u>	<u>1 sq ft</u>	<u>\$</u>	<u>\$</u>
<u>2.</u>	<u>Wood blocking, framing, nailers*</u>	<u>1 bd ft</u>	<u>\$</u>	<u>\$</u>
<u>3.</u>	<u>[*See Section 01010, Part 6, page 01010-13, for</u>		<u>\$</u>	<u>\$</u>
<u>4.</u>	<u>quantities to be included in Base Bid]</u>		<u>\$</u>	<u>\$</u>
<u>5.</u>			<u>\$</u>	<u>\$</u>
<u>6.</u>			<u>\$</u>	<u>\$</u>
<u>7.</u>			<u>\$</u>	<u>\$</u>
<u>8.</u>			<u>\$</u>	<u>\$</u>

**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:

SUBCONTRACTOR CLASSIFICATION By License Classification and/or Subclassification <i>(Completed by Owner)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME <i>(Must be completed by Bidder)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID		
N/A		
ALTERNATE #1		
N/A		
ALTERNATE #2		
N/A		
ALTERNATE #3		
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 an Owner developed list of contractor/subcontractor specialties by contractor license category and/or subcategory for which bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty..
 - a. **Column A:** The Owner fills out this column, which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license categories or subcategories listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
 - b. **Columns B and C:** In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Owner in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without more may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** 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 pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which bidder will contract directly. Likewise, do not identify 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).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina Contractor's license with the license classification and/or subclassification identified by the Owner in the first column on the left. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a listed specialty and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "**and**". If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word "**and**". Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "**and**" between the names of each entity listed for that specialty. Agency 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 Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left 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 90 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 400.00 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: _____

**Standard Form of Agreement between Owner and Contractor
(AIA Document A101 – 2007 Edition)**

THIS DOCUMENT WILL BE PROVIDED UPON WRITTEN REQUEST FROM:

DHEC Bureau of Business Management

301 Gervais St

Columbia, SC 29201

OSE FORM 00501**STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR****AGENCY:** SC Department of Health and Environmental Control**PROJECT NAME:** DHEC State Park Re-Roofing of Multiple Buildings**PROJECT NUMBER:** J04-9526-PD**1. STANDARD MODIFICATIONS TO AIA A101-2007**

- 1.1** These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.
- 1.2** All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

2. MODIFICATIONS TO A101**2.1** *Insert the following at the end of Article 1:*

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

2.2 *Delete Section 3.1 and substitute the following:*

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

2.3 *Delete Section 3.2 and substitute the following:*

3.2 The Contract Time 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

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: Pete Creighton

Title: Director of Facilities

Address: 301 Gervais St, Columbia, SC 29201

Telephone: 803-413-4171

FAX: 803-898-3505

Email: creighpj@dhec.sc.gov

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

Name: _____

Title: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

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: Floyd Abrams, Floyd Abrams Company

Title: President

Address: P.O. Box 6136, Columbia, SC 29260

Telephone: 803-446-2248

FAX: 803-343-1274

Email: floydabramsco@mindspring.com

OSE FORM 00501
STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND
CONTRACTOR

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

**General Conditions of the Contract for Construction
(AIA Document A201 – 2007 Edition)**

**Can be viewed at
DHEC Bureau of Business Management**

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

AGENCY: SC Department of Health and Environmental Control

PROJECT NAME: DHEC State Park Re-Roofing of Multiple Buildings

PROJECT NUMBER: J04-9526-PD

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

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

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

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

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

3.38 *Delete Section 4.2.14 and substitute the following:*

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

3.39 *Delete Section 5.2.1 and substitute the following:*

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

3.40 *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

3.43 *Add the following Section 5.2.5:*

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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

3.46 *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-380 "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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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:

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

- .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

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

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

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

3.60 *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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

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

3.83 *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."*

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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 mortgagee 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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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

13.10 MINORITY BUSINESS ENTERPRISES

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

13.11 SEVERABILITY

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

13.12 ILLEGAL IMMIGRATION

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

13.13 SETOFF

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

13.14 DRUG-FREE WORKPLACE

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

13.15 FALSE CLAIMS

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

13.16 NON-INDEMNIFICATION:

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

3.112 *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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

OSE FORM 00811

STANDARD SUPPLEMENTARY CONDITIONS

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.

OSE FORM 00811**STANDARD SUPPLEMENTARY CONDITIONS**

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

15.6 DISPUTE RESOLUTION

- 15.6.1** If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.
- 15.6.2** If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United State's Constitution.
- 15.6.3** If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the claim. If the claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.
- 15.6.4** Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

OSE FORM 00811
STANDARD SUPPLEMENTARY CONDITIONS

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: Dennis Corp
- Mechanical: _____
- Plumbing: _____
- Electrical: Dennis Corp
- Gas: _____
- Other *(list)*: _____

Remarks: DHEC will contract separately with Dennis Corporation.

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)*

Refer to Section 01010

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)*

Refer to Section 01010

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

Refer to Section 01010

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

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: DHEC State Park Re-Roofing of Multiple Buildings

State Project Number: J04-9526-PD

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: This project is to replace the shingle roofs of 7 buildings on the State Park Campus. The roofs are between 15 to 25 years old, some with multiple additions. All the roofs are leaking to some degree and have been patched where possible. The roofs are reaching the end of their life and leaks are becoming more common. The intent is to provide a low maintenance water tight roof surface.

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

Name: Floyd Abrams, Floyd Abrams Company

Address: P.O. Box 6136

Columbia, SC 29260

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

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

SE-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 those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
 - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
 - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
 - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
 - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357

LABOR & 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: _____

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: DHEC State Park Re-Roofing of Multiple Buildings

State Project Number: J04-9526-PD

Brief Description of Awarded Work, as found on the SE-330 or SE-332, Bid Form: This project is to replace the shingle roofs of 7 buildings on the State Park Campus. The roofs are between 15 to 25 years old, some with multiple additions. All the roofs are leaking to some degree and have been patched where possible. The roofs are reaching the end of their life and leaks are becoming more common. The intent is to provide a low maintenance water tight roof surface.

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

Name: Floyd Abrams, Floyd Abrams Company

Address: P.O. Box 6136

Columbia, SC 29260

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

SURETY

By: _____
(Seal)

By: _____
(Seal)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

Witness: _____

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

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 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: SC Department of Health and Environmental Control

PROJECT NAME: DHEC State Park Re-Roofing of Multiple Buildings

PROJECT NUMBER: J04-9526-PD

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 Contract Change Order Certification of: \$ _____
- Change is not within Agency Construction Contract Change Order Certification of: \$ _____

Office of the State Engineer Authorization for change exceeding Agency Construction Contract Change Order1234 Certification:

AUTHORIZED BY: _____ **DATE:** _____
(OSE Project Manager)

SECTION 01010
SCOPE OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED: Contractor shall furnish all labor, materials, and equipment necessary to install new asphalt architectural shingles on Buildings 16, 74, 73, 17, 9, 12 and 15 located at State Park, 8500 Farrow Road, Columbia, SC 29147. Work includes the removal and disposal of existing three tab asphalt shingles, out of service equipment, dormers and chimneys on previously listed buildings, installation of OSB underlayment, installation of new architectural asphalt shingles and associated sheet metal work including new gutters and downspouts.

- 1.1.1 Remove and dispose of existing surface mounted sheet metal safety support brackets located along ridges.
- 1.1.2 Remove and dispose of existing fiberglass-reinforced asphalt shingles and associated sheet metal flashing.
- 1.1.3 Remove and dispose of existing asphalt felt underlayment.
- 1.1.4 Inspect existing wood planks nailing all loose boards for attachment to roof joists.
- 1.1.5 Remove and dispose of damaged or deteriorated plywood or wood plank roof deck and replace with new 3/4 inch plywood to match existing. (Unit Price)
- 1.1.6 Remove and dispose of existing asphalt roll roofing on low slope roof (Building 15).
- 1.1.7 Remove and dispose of damaged or deteriorated wood blocking, wood joist, rafter tails, wood nailers and replace with new treated wood members to match existing. (Unit Price)
- 1.1.8 Remove and dispose of corrugated metal canopy roof (Building 15) identified on plan sheets.
- 1.1.9 Remove and dispose of existing sheet metal flashing, counterflashing and step flashing.
- 1.1.10 Remove and dispose of out of service roof penetrations as marked on plan sheets.
- 1.1.11 Remove and dispose of existing plumbing vent pipe flashing.
- 1.1.12 Remove and dispose of existing out of service brick chimneys and tile flue.
- 1.1.13 Fabricate and install new 22 gage galvanized steel sheet metal cap for chimney +/- 12 inches below roof framing. Secure to remaining masonry chimney with Powers 1/4 inch spike and washer.
- 1.1.14 Remove and dispose of designated out of service wood dormers with wood louvers.
- 1.1.15 Remove and dispose of out-of-service electric blade fan for ventilation through wood louver (Building 15). Remove and dispose of electric fan and mounting frame.

- 1.1.16 Remove and dispose of existing wood siding on dormers for ventilation on Building 12 and Building 9.
- 1.1.17 Remove and dispose of existing wood gable louvers and replace with new Kynar finish 0.081 circular aluminum louver for installation into existing round masonry openings in gables.
- 1.1.18 Remove and dispose of existing triangular shape wood louvers at peak of gable roof (Building 17) and install new prefinished 0.081 aluminum louvers to match existing.
- 1.1.19 Remove and dispose of existing circular shape wood louver in masonry wall (Buildings 16, 74 and 73) and install new prefinished 0.081 aluminum louver to match existing.
- 1.1.20 Remove and dispose of existing wood louvers in remaining roof dormers Building 9 and Building 12. Install new 0.081 aluminum louver in existing opening of remaining dormers.
- 1.1.21 Remove and dispose of small sheet metal attic vents and close roof deck openings with $\frac{3}{4}$ inch plywood.
- 1.1.22 Remove and dispose of existing sheet metal gutters, downspouts and rain diverter.
- 1.1.23 Remove and dispose of identified existing cast iron plumbing vent pipe on Building 12. Pipe shall be cut and capped +/- 1 foot 6 inches above attic floor. This pipe shall be visibly marked for identification to help avoid future accidents.
- 1.1.24 Frame former chimney and dormer roof deck openings with pressure treated 2 x 6 supports with $\frac{3}{4}$ inch plywood deck closure. Install ice and water shield membrane over plywood overlapping existing deck +/- 12 inches.
- 1.1.25 Fabricate and install new Kynar finish 24 gage galvalume sill to flash/counterflash louver sill at shingle roof.(Building 9 and Building 12)
- 1.1.26 Fabricate and install 24 inches width Kynar finish 24 gage galvalume underlayment for roof slope transitions. Nail high side of underlayment +/- 12 inches on center. Hem low side edge +/- $\frac{3}{4}$ inch. (Buildings 17, 15, and 9)
- 1.1.27 Cut $\frac{3}{4}$ inch slot at eave for new prefabricated Air Vent Eave Vent in wood roof deck and OSB overlay board.
- 1.1.28 Two ground floor terne sheet metal roof assemblies on Building 12 shall be prepared to receive new three coat water base acrylic roof coating.
- 1.1.29 Fabricate and install new galvalume sheet metal step flashing and high eave flashing for terne sheet metal roofs, Building 12.
- 1.1.30 Mechanically fasten new 5/8" OSB overlay board over prepared existing wood roof deck. Install 4 ft. x 8 ft. sheets with aluminum spacer clips.
- 1.1.31 For masonry chimneys at roof edge frame cricket with treated wood and $\frac{1}{2}$ inch plywood to provide substrate for shingle roof.
- 1.1.32 Install new plywood decking (Building 15) for side entry canopy.

- 1.1.33 Install new ½ inch high density wood fiberboard underlayment mechanically fastened to existing wood roof deck for low slope shed type roof extensions.
- 1.1.34 Install ice and water shield membrane at eave, ridge, and rakes.
- 1.1.35 Install 36 inches width Lexsuco RF40 PVC membrane in valleys, roof slope transitions.
- 1.1.36 Nail one ply of 30 lb. asphalt shingle felt underlayment with 4 inches side laps and 6 inches head laps.
- 1.1.37 Install new two ply self adhered SBS modified bitumen roof membrane over primed wood fiberboard overlayment board.
- 1.1.38 Prepare ridge and install new prefabricated ventilated ridge cap.
- 1.1.39 Prepare identified hips and install new prefabricated vented hip cap over slot.
- 1.1.40 Fabricate and install new sheet metal shingle flashing for eaves.
- 1.1.41 Furnish and install 4 lb. lead flashing boot for plumbing vent pipe penetrations.
- 1.1.42 Fabricate and install new sheet metal step counterflashing for masonry chimneys, masonry walls, ventilation dormers.
- 1.1.43 Install galvalume sheet metal step counterflashing and rake shingle flashing.
- 1.1.44 Install new vented soffit panels at new wood blocking to support new gutters, Building 12.
- 1.1.45 Install new architectural shingles roof membrane over 30 lb. asphalt felt underlayment.
- 1.1.46 At designated locations identified on plan sheets install new sheet metal gutters, gutter expansion joints, downspouts and precast concrete splash blocks.
- 1.1.47 Fabricate and install new sheet metal fascia to cover new treated wood blocking to support new gutters. New treated 2 x 6 wood blocking shall be installed on eave to provide support for new gutter. Fascia shall be installed to clad wood blocking.
- 1.1.48 Contractor is responsible for ensuring all materials, equipment, and ladders are secure at all times and that same are locked away at the end of each workday.
- 1.1.49 Owner is not responsible for contractor materials and equipment stored on-site.
- 1.1.50 At completion of roofing for each building, sweep entire area of construction minimum of twenty feet from perimeter of each building with magnetic device to remove nails, fasteners, etc.
- 1.1.51 At the close of work each day, all entrances and sidewalk shall be sweep with magnetic device area approximately 10 feet from building.
- 1.1.52 At completion of work, all tools, equipment, construction materials, scrap, debris, and waste shall be removed from the project site.
- 1.1.53 All ruts, damaged grounds, sidewalks, parking lots, paving shall be returned to pre-construction condition prior to substantial completion.

1.1.54 Provide Owner Contractor's Two (2) Year Total System Warranty covering all products installed by Roofing Contractor.

1.1.55 Furnish Owner Shingle Manufacturer's Limited Lifetime Warranty.

PART 2 PRODUCTS

2.1 MATERIALS AND APPROVED MANUFACTURERS

2.1.1 Sheet metal shall be 24 gage steel coated both sides with a layer of galvalume aluminum zinc alloy (approximately 55% aluminum, 45% zinc) applied by continuous hot drip method. Minimum 0.55 ounce coated weight per square foot as determined by the triple spot test per ASTM A-792.

2.1.2 Plumbing Vent Pipe Flashing: Shall be 4 lb. soft lead sheet, ASTM B 29, one piece preformed for 1-1/2 inches to 6 inches pipe with 12 inches height formed to match roof pitch.

2.1.3 Pre-Cast Concrete Splash Blocks: Shall be constructed of 4,000 psi concrete mix, vibrated and pressure formed, 24 inches X 14 inches X 4 inches to 2 inches with penetrating silane water repellent treatment.

2.1.4 Downspout Straps for Kynar finish galvalume downspouts shall be fabricated in accordance with SMACNA Plate 35, Figure A or approved design. Form downspout straps from 1/8" x 1" galvanized flat bar, spaced at +/- 5 feet. Clad straps with Kynar finish galvalume sheet. Minimum three (3) straps per downspout.

2.1.5 Gutter Expansion Joints: Shall be fabricated and installed in accordance with SMACNA Plate 8, Butt Type gutter expansion joint with cover plates.

2.1.6 Building 12 ground floor sheet metal roof and entrance roof shall receive Sealoflex Extreme System roof coating. Roof coating and preparation products manufactured by Sealoflex (.www.sealoflex.com).

2.1.7 Shingle Flashing at Eave, Rake, Sill, Drip Edge and Exposed Flashing: Shall be formed from 24 gage galvalume steel sheets, conforming to ASTM A-446 with Kynar 500/Hylar 5000 fluoropolymer coating, color as selected by Owner.

2.1.8 Sheet Metal Counterflashing, Step Flashing: Shall be formed from 24 gage galvalume steel sheets, conforming to ASTM A-446 with Kynar 500/Hylar 5000 fluoropolymer coating, color as selected by Owner.

2.1.9 Sheet Metal Gutters, Gutter Expansion Joints and Downspouts: Shall be formed from 24 gage galvalume steel sheets, conforming to ASTM A-446 with Kynar 500/Hylar 5000 fluoropolymer coating, color as selected by Owner.

2.1.10 Locking cleats for flashing shall be formed from 22 gage galvanized steel sheets, conforming to Federal Specification AA-S-775d, ASTM A 446, G-90 (1.25 oz. zinc coated sheet).

2.1.11 Low Slope Roof Area Overlay Board: Shall be Knight-Celotex Structodek 1/2 inch high density wood fiberboard. Structodek conforms to ASTM C 208, Type II, Grade 1 and Grade 2, ASTM C 209.

- 2.1.12 Ice and Water Shield: Shall be as manufactured by W. R. Grace and Company, thickness 40 mils, color Gray-Black, with 250 psi minimum tensile strength, high temperature resistance in accordance with ASTM D 412 (Die C) modified.
- 2.1.13 Valley Flashing: Shall be Lexsuco RF flashing, 40 mil thickness. Hot air welded seams (3 inches) shall be installed at laps or seams.
- 2.1.14 Roofing Nails: Shall be hot dipped, galvanized, or electro-galvanized, 11 gage barbed shank with 7/16 inch head conforming to ASTM 4153. Nails shall be 1-1/4 inches in length. Attach shingles with 6 nails per shingle.
- 2.1.15 Asphalt-Saturated Shingle Roofing Underlayment Felt: Shall be No. 30, unperforated organic felt, complying with ASTM D 226, Type I, 36 inches wide, approximate weight 32 lbs./square.
- 2.1.16 Flashing Cement: Shall be Johns Manville MBR utility cement conforming to the requirements of ASTM D 4586, Type I or approved equal.
- 2.1.17 Fiberglass Asphalt Shingle: Shall conform to UL 790 Class "A" rated with UL 997 modified to 110mph; ASTM D 7158, Class H; ASTM D 3161, Class F; ASTM D3018; Type 1; ASTM D 3462, with StainGuard®; Color shall be selected by Owner.
- 2.1.18 Approved fiberglass asphalt shingles for this work are laminated architectural shingle listed below or approved equal with 5 5/8 inch exposure:
- GAF Timberline HD
 - Certainteed Landmark
 - IKO Cambridge
 - Owens Corning Oakridge
- 2.1.19 Mule-Hide SBS modified bitumen self adhered BUR membranes for low slope roof areas: Shall be SA base sheet (2.0mm) and fire rated granular surface SA SBS cap sheet (3.3mm). (www.mulehide.com)
- 2.1.20 Eave Vent: Shall be The Edge Vent with integral baffles, filter and end cap. The Edge Vent is a pre-fabricated copolymer ventilation device providing 9 square inches of free air per foot. The Edge Vent is installed over a 3/4 inches wide slot located +/- 15 inches above roof edge (sheet metal drip edge). The Edge Vent is manufactured by Air Vent, Inc. (www.airvent.com)
- 2.1.21 Ridge Vent: Shall be Shingle Vent II. Provide opening in underlayment at ridge in accordance with manufacturer's installation specification. Cover ridge vent with ridge/hip shingles.) Shingle Vent II is manufactured by Air Vent, Inc. (www.airvent.com)
- 2.1.22 Hip Vent: Shall be The Hip Ridge, a prefabricated hip vent manufactured by Air Vent, Inc. (www.airvent.com). Each 4 foot unit provides 12 sq. in. per foot free air, construction is crush resistant co-polymer resin.

- 2.1.23 Nails for rafters, beams and roof deck closure framing shall be 20-penny (stainless steel or double hot dipped zinc coated) where new structural members are replacing original framing.
- 2.1.24 All replacement wood members shall be installed in accordance with performance specifications complying with recommendations from the 1991 National Design Specification for Wood Construction (NDS) published by the American Forest & Paper Association (AF&PA).
- 2.1.25 Treated Wood: Shall be No. 2 Common Southern Yellow Pine, kiln-dried after treatment to a moisture content of not more than 19 %. Shall be sound, thoroughly seasoned, dressed to nominal finish dimension, and free of warpage, cupping and bowing.
- 2.1.26 All nailers and other blocking associated with the roofing installation shall be pressure-treated with 0.25 pcf retention of chromated copper arsenate (CCA Type C) as produced by licensed treaters of the Koppers Company or approved equal and shall conform to AWPA Standard C2 above ground. The presence of AWPA quality mark LP-2 on each piece shall be accepted as evidence of conformance to this Specification. Where full penetration of CCA is not evident, field cuts shall be coated in accordance with AWPA Standard M-4. Dimensions are to be determined by job, conditions, and the membrane manufacturer's specifications.
- 2.1.27 Plywood Roof Deck: Shall be CCX $\frac{3}{4}$ inch thick APA rated Sheathing 32/16, Exposure 1.
- 2.1.28 New roof overlayment board for shingle roofs shall be OSB (oriented strand board) APA PRP-108 performance standard, $\frac{5}{8}$ inch thickness 4 ft. x 8 ft.
- 2.1.29 Siding and Trim for dormers shall be HardiePlank™ Lap Siding Smooth 0.312" Thickness, 6.25" width, for siding, dormers, corners and louver openings by James Hardie (www.jameshardie.com)
- 2.1.30 Sheathing for dormers shall be $\frac{3}{4}$ " R-Matte® Plus-3 manufactured by Rmax (www.rmax.com)
- 2.1.31 Nails: Shall be 16-penny (stainless steel or double hot dipped zinc coated) annular-ring nails, where new nailers are fastened to new or existing nailers. Minimum embedment shall be 1 $\frac{1}{2}$ inches.
- 2.1.32 Attachment for $\frac{5}{8}$ inch OSB shingle overlayment board shall be No. 12 x 2 $\frac{1}{2}$ inches carbon steel flat head deck screws with Climaseal coating. Fastener pattern provide 16 per 4 x 8 board, or 1 per 2 sq.ft.
- 2.1.33 Attic Ventilation Louvers: Shall be Greenheck model ESJ-401 4 inches deep extruded 0.081 aluminum stationary louver with front flange, bird screen white Kynar finish. Louver shall have welded construction stationary type with "J" style blades in a 4 inch louver frame. Louver shall be constructed to withstand 25 PSF wind loading (100 MPH). Frame shall include 2 coat application of Kynar/Hylar and Mica (70% PVDF) paint. Shapes shall include round, triangle and rectangle. (www.greenheck.com)

- 2.1.34 Soffit panel shall be PAC CLAD 850 Kynar finish .032 inch (0.81mm) aluminum alloy 3105-H14 full vent as manufactured by Peterson Aluminum Corporation. Soffit panel shall meet ASTM E 330 tested. Color to be selected by Owner.
- 2.1.35 Full Vent Soffit Panel shall be 12 inches in width and ½ inches in height.
- 2.1.36 Panel splice plate, “F” and “J” trim for soffit shall be formed from PAC CLAD Kynar finish aluminum stock.
- 2.1.37 Masonry Expansion Fasteners: Shall be Powers Zamac Nailin drive anchor with Type 304 stainless steel nail ¼” x 2”.
- 2.1.38 Roofing Cement: Shall be asphalt-based, asbestos free roof cement conforming to requirements of ASTM D-2822, Type I.
- 2.1.39 Sealant shall be Sikaflex 1a, by Sika, Inc., Dura-Link as manufactured by ChemLink, Master Seal NP-1 as manufactured by BASF or approval equal. Color shall be selected by Owner
- 2.1.40 At job completion provide as extra stock 10 squares of shingles used in the work. Provide in unopened, clearly labeled bundles or containers.

PART 3 EXECUTION

3.1 DEMOLITION, INSTALLATION AND INSPECTION

- 3.1.1 The Owner’s representative and Contractor shall document the actual quantities removed for materials bid on a unit price.
- 3.1.2 Remove only as much roofing and felt underlayment as can be totally replaced in one day. Water cutoffs are to be installed where existing and new roof membranes abut to ensure watertight integrity of new system.
- 3.1.3 Remove and dispose of existing fiberglass asphalt shingles.
- 3.1.4 Remove and dispose of existing sheet metal edging.
- 3.1.5 Inspect roof deck to verify surface preparation.
- 3.1.6 Inspect wood blocking and wood nailer to verify clean, smooth, free of depressions, waves, or projections and solidly supported joints.
- 3.1.7 Verify installation of all sheet metal flashing before installation of shingles and felt membrane.
- 3.1.8 Over clean and prepared roof deck install new OSB underlayment, 30lb asphalt saturated roofing felt and architectural shingles.
- 3.1.9 Mechanically secure 5/8” OSB overlayment board to existing wood rafters, roof joists with flat head carbon steel # 12 x 2 ½” wood deck screws. Fastener density shall be twelve (12) fasteners per board, spaced ±16” o.c.

- 3.1.10 New sheet metal gutters and downspouts shall be fabricated and installed at locations identified on plan sheets on Buildings 9, 12, 15, 16, 17, 73 and 74.
- 3.1.11 Fabricate downspouts as detailed and specified with flat lock or "S" seams. Flair ends of tube to receive higher lengths of downspout. Seal downspout drops to gutter and attach to downspout with stainless sheet metal screws.
- 3.1.12 Clad gutter hanger 3/16" x 1 1/4" galvanized hangar bar with Kynar finish 24 gage galvalume sheets.
- 3.1.13 New sheet metal gutter on Building 12 shall include gutter expansion joints.
- 3.1.14 For masonry walls provide saw cuts for sheet metal counterflashing and step flashing reglets.
- 3.1.15 For step flashing and counterflashing for ventilation dormer and ventilation louvers, install sheet metal to wood substrate and/or studs, fastened through 3/4 inch R-Matte Plus-3 Sheathing wall insulation.
- 3.1.16 Furnish and install new 3/4 inch R-Matte Plus 3 Sheathing siding insulation for ventilation dormers on Building 9 and Building 12.
- 3.1.17 Furnish and install new JamesHardie, Hardiplank, Smooth 0.312" Thickness, 6.25" width, for siding, dormers, corners and louver openings. Install Hardiboard trim. Color shall be white.
- 3.1.18 Furnish and install new JamesHardi, Hardiboard, 4/4 Rustic, 0.75" thickness, 3.5" width, for siding, dormers, corners and louver openings. Color shall be white.
- 3.1.19 Install new Greenheck pre-fabricated Kynar finish extruded aluminum ventilation louvers for dormers and attic vents, masonry attic vents.
- 3.1.20 Rafters or replacement roofing joists shall be supported at existing framing with Simpson ties.
- 3.1.21 Replacement treated wood rafters, beams, framing shall be installed to provide sound, smooth surfaces to receive shingle roof.
- 3.1.22 Replacement plywood roof deck shall match alignment and shall be flush with existing wood deck, allow 1/8" space or aluminum spacer clips at all edges of plywood.
- 3.1.23 For former ventilation dormer roof openings install treated 2 x 6 headers nailed to roof joist. For openings 3 ft. or less, space headers +/- 16 inches on center. For over 3 ft., space headers at 12 inches on center. Install 3/4 inch CCX plywood over opening and flush with existing roof deck.
- 3.1.24 For ventilation dormers remaining, remove wood siding and wood louver. Install new 3/4 inch R-Matte Plus 3 sheathing attached to existing frame. Install new Hardiplank siding with Hardiplank Board trim to re-clad dormer structures.

Remove and replace shingle roof price to siding installation. Coordinate installation of shingle roof step flashing with installation Hardiplank siding.

- 3.1.25 Form crickets at chimneys from treated wood blocking and ½" plywood.
- 3.1.26 Contractor shall install new prefabricated aluminum louvers in existing dormer, masonry, and gable openings.
- 3.1.27 Comply with installation details and recommendations of the shingle material manufacturer and NRCA Steep Roofing Manual.
- 3.1.28 Install at eave one 36 inches width of ice and water shield membrane. Cut membrane into 10-15 feet lengths and re-roll. Peel back 1 to 2 feet of release paper, align the membrane on the lower edge of the roof deck and place the first 1 to 2 feet. Pull release paper from under the membrane and continue to peel from the membrane. Press membrane in place. It may be necessary to roll lower edges firmly with a hand roller.
- 3.1.29 Install one layer of 30 lb. asphalt felt underlayment in shingle fashion over all areas to receive new shingle roofing. A 19 inches starter sheet shall be installed at the eave, with a full sheet then applied covering the starter sheet. Succeeding sheets shall be lapped 9 inches over the preceding sheets to allow for a 17 inches exposure. End laps shall be staggered a minimum of 12 inches. Felt shall be back nailed under the laps only as necessary to hold felts in place until shingles are applied. Use large head annular shank Simplex-type nails for securing felt only.
- 3.1.30 Prepare ridge and hips to receive new ventilated ridge cap. Ensure 1" to 2" slot cut for ventilation.
- 3.1.31 Install new prefabricated ventilated ridge and hip vent cap.
- 3.1.32 Place Edge Vent over prepared ¾ inch slot, over ice and water shield membrane and 30 lb felt underlayment. Nail into wood roof deck.
- 3.1.33 Before applying shingles, install a 9 inches starter strip of inverted non-laminated shingles with tabs removed along the eaves. The edge of the starter course shall be even with the eave edge. The starter course shall be secured with nails along a line parallel to and 4 inches above the eave edge. The nails shall be placed in such a way that nail heads will not be exposed either at cut-outs or at spaces between shingle tabs.
- 3.1.34 **Provide 6 nails per shingle.** Nails are to be located 1/2 inch above seal down strip and no closer than 1/4 inch to slot of tab or edge of shingle.
- 3.1.35 Nail guns or other mechanical nail devices are not permitted. All shingles shall be driven with hand hammer.
- 3.1.36 The full course of shingles shall be started with full shingles while succeeding courses shall be started with full or cut shingles. Use horizontal and vertical chalk lines to ensure straight coursing. Asphalt shingles shall be butted and

nailed as they progress up the deck plane. Apply shingles across and diagonally up the roof. **Straight up or “racking” method is not acceptable.**

- 3.1.37 Snap chalk lines so that shingles will continue the same alignment pattern and for transition.
- 3.1.38 Fabricate and install sheet metal shingle flashing for eaves, exposed rake for low slope to steep slope and penetration flashing. Nail roof flange \pm 3 inches on center, stagger pattern for shingle drip edge.
- 3.1.39 Provide saw cut in masonry mortar joints to receive reglet. Saw cut shall be \pm 2 inches depth.
- 3.1.40 Fabricate and install new Kynar finish 24 gage galvalume step flashing.
- 3.1.41 Tie flashing into step flashing to ensure watertight construction.
- 3.1.42 Install new PAC CLAD 850 aluminum full vent soffit panels mechanically fastened to new plywood substrate.
- 3.1.43 Install new PAC CLAD aluminum splice plates for soffit panel angle seams, joints.
- 3.1.44 Install new PAC CLAD aluminum “F” and “J” trim for soffit panel closure at existing soffit and new fascia.
- 3.1.45 Building 12, terne metal roofs prepare rust areas with RustX after cleaning surface. Apply spray application of Metal Etch primer. Spray apply two coats Extreme Finish coats, color to be selected by Owner.
- 3.1.46 At completion of roofing for each building, sweep entire area of construction minimum of twenty feet from perimeter of each building with magnetic device to remove nails, fasteners, etc.
- 3.1.47 At the close of work each day, all entrances and sidewalk shall be sweep with magnetic device area approximately 10 feet from building.
- 3.1.48 Contractor is responsible for ensuring all materials, equipment, and ladders are secure at all times and that same are locked away at the end of each workday.
- 3.1.49 At completion of work, all tools, equipment, construction materials, scrap, debris, and waste shall be removed from the project site.

PART 4 WARRANTY REQUIREMENTS AND CLOSEOUT DOCUMENTS

4.1 MANUFACTURER AND CONTRACTOR WARRANTY

- 4.1.1 Contractor shall provide the Owner a Two-Year Materials and Workmanship Watertight Warranty. Refer to Two-Year Warranty Form at end of this section.

- 4.1.2 Contractor shall provide Owner a Limited Lifetime Shingle Warranty from the roofing materials manufacturer.
- 4.1.3 All new materials and workmanship shall be guaranteed in writing by the Contractor to maintain all sheet metal flashing in a watertight condition without cost to the Owner for a period of Two (2) Years after date of final acceptance.
- 4.1.4 Starting dates of all warranties shall be the date of the final inspection and Owner acceptance
- 4.1.5 Provide as extra stock a minimum of 10 (ten) squares of installed quantity of shingles used in the work. Provide in unopened, clearly labeled bundles or containers

4.2 CLOSEOUT DOCUMENTS

- 4.2.1 Required documentation and closeout documentation as required by SC DHEC and OSE.
- 4.2.2 Original copy of Hazardous Landfill receipts of all asbestos containing materials.
- 4.2.3 "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)

PART 5 CONTRACTOR USE OF PREMISES AND OWNER OCCUPANY REQUIREMENTS

- 5.1.1 Owner shall provide contractor an area for material storage.
- 5.1.2 Coordinate use of premises under direction of Owner.
- 5.1.3 Limit use of premises for construction operations to allow for Owner occupancy.
- 5.1.4 The Contractor shall strive to cause a minimum of disruption to the building occupant during roofing activities.
- 5.1.5 The Contractor shall be held liable for any damages to the building, the building contents, or its occupants resulting from work under this contract. The Contractor shall take all precautions necessary to protect the occupants and the building during construction period.
- 5.1.6 The Contractor is to maintain the existing building in a safe and weather tight condition throughout the construction period. The Contractor is to repair any damage caused by him.
- 5.1.7 The Contractor is to keep existing driveway and entrances serving the premises clear and available at all times. The stockpiling of materials must be confined to the area identified by the Owner.
- 5.1.8 The Contractor is to confine his operations at the site of the building(s). The site beyond this building(s) is not to be disturbed. Parking for the Contractor and his employees will be identified by the Owner.
- 5.1.9 The Contractor and his personnel are to lock their vehicles and other mechanical equipment when parked and unattended. Do not leave vehicles or equipment unattended with motor running or ignition key in place.

- 5.1.10 The Contractor shall remove all ladders from the roof and site at the end of work each day. Ladders shall be stored in locked storage trailer.
- 5.1.11 Ladders, planks, scaffolds, hoists and all similar items furnished for the work are not excluded from general conditions and OSHA safety regulations.
- 5.1.12 Contractor is responsible for ensuring all materials, equipment and ladders are secure at all times and that all are locked away at the end of each workday.
- 5.1.13 Owner is not responsible for contractor materials and equipment stored on-site.
- 5.1.14 Owner will occupy premises during entire period of construction. Contractor shall cooperate with the Owner's operations.
- 5.1.15 Open fires will not be permitted on the premises.
- 5.1.16 Utilities and Services: The Contractor will be provided water to the extent of the existing sources. The Contractor shall be responsible for any taps or connections that may be needed or desired by him. He is also responsible for getting the service to any location where needed or desired. The Contractor will be provided without charge reasonable quantities of available utilities, however, if the services are abused, they will be withdrawn. The Contractor shall provide temporary portable electric generators for electricity required during construction.
- 5.1.17 The Contractor shall provide portable temporary sanitary facilities for contractor personnel and subcontractors.
- 5.1.18 At project completion remove portable sanitary facilities from site. Clean and disinfect area as necessary to ensure sanitary health conditions
- 5.1.19 At completion of work, all tools, equipment, construction materials, scrap, debris, and waste shall be removed from the project site.
- 5.1.20 Contractor's Conduct: The following concerns are expressed to the Contractor and he is asked to ensure that all employees, subcontractors, and suppliers are aware of these warnings.
 - 5.1.20.1 No drugs, alcohol, or firearms will be permitted on the grounds of the facility
 - 5.1.20.2 There will be no favors or fraternizing with occupants or employees of the facility
 - 5.1.20.3 Contractor and sub-contractors are to take necessary precautions to protect all occupants and employees of the facility, Contractor personnel, and personal property from any damage from his operations.
 - 5.1.20.4 The Contractor, subcontractors, and material suppliers are to be careful during placement of materials and equipment. The Owner will in no way be responsible for equipment and materials lost as the result of being left unattended or misplaced.
 - 5.1.20.5 The use of foul, obscene, or abusive language by the Contractor's or subcontractor's employees is prohibited on the grounds of the facility. Violations of this policy may result in the dismissal of the Contractor.

5.1.20.6 All buildings, facilities, grounds are tobacco free.

PART 6 CONTRACT METHOD AND UNIT PRICES

- 6.1.1 Construct the work as a single lump sum contract for the items, which are bid on a unit price basis as indicated on the Bid Form.
- 6.1.2 In the event areas of deterioration or damage to substrate or structure it may become necessary to remove and replace unacceptable surfaces prior to installation of new specified products. Wood members requiring replacement could be acquired with payment as defined in following unit price.
- 6.1.3 Any cost associated with unit price item replacement shall require Change Order to construction contract.
- 6.1.4 Unit Price Schedule: Unit Prices shall include costs of materials, delivery, labor (to remove and replace), taxes, insurance, rental of tools and equipment, overhead and margin of profit.
 - 1. Remove and replace damaged wood roof deck and replace with ¾ inch CCX plywood material to match existing.
 - a. Unit of Measure: Square Feet Installed.
 - 2. Remove and replace damaged wood blocking, structural roof framing and replace with new treated wood blocking to match existing
 - a. Unit of Measure: Board Feet Installed.
- 6.1.5 Unit Price Items: Unit Prices listed above shall be provided to the Owner/Agency for information only after the Responsive and Responsible Low Bidder has been determined and prior to contract award. The Owner/Agency reserves the right whether or not to include the Unit Prices in the contract.

ITEM	BASE BID QUANTITY*	UNIT PRICES ADD/DEDUCT(ONE PRICE)
1. Wood Roof Deck	1,800 SF	
2. Wood Blocking	500 BF	

* *Contractor shall include in their Base Bid this quantity as defined above in Unit Prices, Paragraph's 6.1.2 through 6.1.5.*

PART 7 REFERENCE STANDARDS

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

PART 8 SITE CONDITIONS

- 8.1.1 Information in this section is provided only to establish a general description. The Contractor is responsible for visiting the site and satisfying themselves as to the existing conditions, before submitting their bid.
- 8.1.2 Existing roof membranes include fiberglass shingles fastened to wood roof deck with approximate 7:12 pitch.

PART 9 QUALITY ASSURANCE

- 9.1.1 Contractor shall be current approved applicator of the roof shingle manufacturer.
- 9.1.2 Contractor shall provide on-site Quality Assurance/Quality Control during roof replacement. Shingle manufacturer shall provide one visit by Technical Representative during shingle installation.

PART 10 SUBMITTALS

- 10.1.1 Submit to Consultant a 12 inches length of each sheet metal configuration before fabrication. The Contractor shall verify existing field conditions. Minor dimensional detail changes may be required to fit existing conditions.
- 10.1.2 Submit Contractor's Schedule of Values, AIA G703
- 10.1.3 Submit four (4) copies of manufacturers pre-formed aluminum ventilation louvers, including actual site dimensions, installation and attachment specifications.
- 10.1.4 Contractor shall provide four (4) copies of Air Vent, Inc. project related submittals for ventilated hip/ridge vent and eave edge vent.
- 10.1.5 Submit color chart and shingle samples to Owner for selection.
- 10.1.6 Submit four (4) copies of Material Safety Data Sheets for all products used.
- 10.1.7 Emergency contact information including telephone/cellular numbers and email addresses of principals, superintendent, foreman, and project manager.

PART 11 STORAGE AND HANDLING

- 11.1.1 Store materials dry in accordance with specifications and manufacturer's guidelines.
- 11.1.2 During storage, prevent material contact with any substance that would discolor or stain product.
- 11.1.3 Contractors are strongly urged to provide storage trailers for on-site material storage. Location of trailer will be coordinated with SC DHEC.
- 11.1.4 Contractor is responsible for ensuring all materials, equipment and ladders are secure at all times and that all are locked away at the end of each workday.
- 11.1.5 Owner is not responsible for contractor materials and equipment stored on-site.
- 11.1.6 Construction site is an open campus, contractor shall be responsible for proper storage of equipment, materials and devices furnished and/or subcontractors and suppliers.

PART 12 WORK SEQUENCE

12.1.1 Work shall proceed in an orderly operation. Phased construction is unacceptable.

12.1.2 All new sheet metal work shall be closely coordinated with the installation of the new shingle roof assembly(s).

(CONTRACTOR'S LETTERHEAD)

TWO YEAR WARRANTY

Known all men by these presents, that we, (Contractor), having installed shingle roofing, new attic ventilation, sheet metal flashing, gutters and downspouts, and having accomplished certain other work on **Buildings 16, 74, 73, 17, 15, 12, and 9 (State Project No. J04-9526-PD)** under contract between the **South Carolina Department of Health and Environmental Control (SC DHEC)** and (Contractor), warrant to the **SC DHEC** with respect to said work that for a period of two years from date of final acceptance of said work, the roofing system including fiberglass reinforced asphalt shingles, self adhered SBS modified bitumen roof membrane and associated sheet metal work, gutters and downspouts, and new attic ventilation louvers shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

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

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

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

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

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

CONTRACTOR:

WITNESS:

by _____

President (Owner)

Notary Public

END OF SECTION

SECTION 02080
ASBESTOS REMOVAL

PART I GENERAL

1.0 SUMMARY

This Section requires removal and disposal, off site, of the following: asbestos-containing materials in the roofing system.

Asbestos has been identified in roof cement applied at pipe penetrations in shingle roofs. Roof cement containing asbestos incorporated in shingle roof repairs or patches tested positive for asbestos containing materials (ACM).

Shingle and felt underlayment specimens tested non-detectable (did not contain asbestos).

The asbestos containing materials (ACM) indicated above are non-friable. It is the intent of these specifications to identify the removal and disposal of ACM on this project as non-friable. The Contractor should exercise caution during the removal and disposal of ACM. The Contractor shall be responsible during the removal and disposal of ACM to insure compliance with State and Federal asbestos abatement regulations.

The Owner will not be conducting daily air monitoring.

APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

Code of Federal Regulations (CFR):

29 CFR 1910-134	Respiratory Protection
29 CFR 1910-145	Specifications for Accident Prevention Signs and Tags
29 CFR 1926.58	Asbestos, Tremolite, Anthophyllite, and Actinolite
40 CFR 61, Subpart A	General Provisions
40 CFR 61, Subpart M	National Emission Standard for Asbestos
40 CFR 763	Asbestos Containing Materials in Schools

American National Standards Institute (ANSI) Publications:

Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems

Z88.2-80 Practice for Respiratory Protection

American Society for Testing and Materials (ASTM) Publications:

D 1331-56 Surface and Interfacial Tension of
(R80) Solutions of Surface-Active Agents

Underwriters Laboratories Inc. (UL) Publication:

586-85 High-Efficiency, Particulate, Air Filter Units

SUBMITTALS:

General: Submit the following in accordance with the conditions of Contract and Division I specification sections.

Prior to commencing work involving asbestos materials the following must be submitted by the contractor and approved by the Owner's representative.

ASBESTOS PLAN:

Submit a detailed job-specific plan of the work procedures to be used in the removal and demolition of materials containing asbestos. Such plan shall include a sketch showing the location, size, and details of asbestos control areas, regulated areas, and the location and details of the decontamination systems. The plan shall also include interface of trades involved in the construction, sequencing of asbestos-related work, disposal plan, type of wetting agent to be used, solvents, lockdown encapsulant, air sampling protocols, respirators, protective equipment, and a detailed description of the method to be employed in order to control pollution i.e. procedures, engineering controls, special equipment, etc. The plan shall be approved by the Owner's representative prior to the start of asbestos work. Prior to beginning work, the Contractor shall meet with the Owner's representative to discuss in detail the asbestos plan, including work procedures and safety precautions.

CERTIFICATES AND PERMITS:

- a. Required Notifications (DHEC)
- b. HEPA filter conformance
- c. Respirators
- d. Landfill

MANUFACTURERS DATA:

- a. Vacuum Equipment
- b. Respirators
- c. Solvents
- d. Wetting Agent (Surfactant)
- e. Water Filtration

- f. Hoist System
- g. Disposal Bags
- h. Penetrating Sealant

PROPOSED SCHEDULE:

Submit schedule for asbestos removal to Owner's representative a minimum of 10 days prior to start up.

TRAINING:

Submit documentation that the required training has been conducted. Submit appropriate State licenses, fit testing certificates, and training certificates.

RESPIRATOR PROGRAM:

Submit respirator program per ANSI 288.2, 29 CFR 1910.134 and 29 CFR 1926.58.

Upon completion and during work submit:

Required information on any workers not previously submitted before they are assigned to the site and involved in removal work,

A copy of the daily log signed by the head foreman showing the following data: date, entering and leaving time, description of work done, and reports of events,

Sign-in sheet, a record of all employees and visitors who enter the asbestos control area,

Landfill receipts and transport manifests,

Final Work Area Inspection form (see end of section for form),

Copies of employee air monitoring results relative to OSHA respiratory protection level compliance.

COMPETENT PERSON:

Submit the name and qualifications of the designated competent person.

DEFINITIONS

Amended Water: Water containing a wetting agent or surfactant.

Area Monitoring: Sampling of asbestos fiber concentrations within the asbestos control area and outside the asbestos control area which is representative of the airborne concentrations of asbestos fibers which may reach the breathing zone of personnel potentially exposed to asbestos.

Asbestos: A group of naturally occurring minerals that separate into fibers. There are six asbestos minerals used commercially: chrysotile, amosite, crocidolite, tremolite, anthophyllite,

and actinolite.

Asbestos Control Area: An area where asbestos removal operations are performed which is isolated by physical boundaries to prevent unauthorized entry of personnel and to prevent the spread of asbestos dust, fibers, or debris.

Asbestos Permissible Exposure Limit: The limit is 0.2 fibers (longer than 5 micrometers) per cubic centimeter of air as an 8-hour time weighted average as determined by Appendix A of 29 CFR 1926.58.

Competent Person: One who is capable of identifying existing asbestos, tremolite, anthophyllite, or actinolite hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them.

Decontamination Enclosure System: A series of connected rooms, with airlocks/curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. Decontamination systems shall be contiguous and adjacent to the enclosed asbestos control area.

Equipment Decontamination Enclosure System: A decontamination system for waste materials and equipment, typically consisting of a designated area of the work area, a washroom, and a holding area with airlocks/curtained doorways between any two adjacent rooms. Not to be used for personnel entry/exit.

Friable Asbestos Material: Material that contains more than one percent asbestos by weight which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friable asbestos material is considered hazardous during removal and disposal procedures.

HEPA Vacuum Equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining asbestos fibers. Filters shall be of 99.97 percent efficiency for retaining fibers of 0.3 micrometers or larger.

Lockdown: Lockdown is the procedure of applying a protective coating or sealant to a surface from which asbestos-containing material has been removed. Its primary function is to control and minimize airborne asbestos fiber generation that might result from any asbestos-containing residue on the substrate.

Non-friable Asbestos Material: Material that contains asbestos in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and may not release fibers in excess of the asbestos permissible exposure limit during any appropriate use, handling, storing, transporting, or processing. Non-friable asbestos material may be hazardous during removal and disposal procedures.

Personnel Decontamination Enclosure System: A decontamination system for personnel, consisting typically of a clean room, a shower room, and an equipment room (dirty change room) with airlocks/curtained doorways between any two adjacent rooms.

Personal Monitoring: Sampling of asbestos fiber concentrations within the breathing zone of an employee to determine the 8-hour time weighted average in accordance with Appendix a of 29

CFR 1926.58. The samples shall be representative of the employee's work tasks. The breathing zone shall be considered an area within 12 inches of the nose or mouth of an employee.

Removal Encapsulant: A manufactured asbestos penetrating encapsulant designed specifically for asbestos removal.

Surfactant (Wetting Agent): A chemical wetting agent added to water to improve penetration. The surfactant shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of one fluid ounce to 5 gallons of water or as specified by the manufacturer. An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in accordance with ASTM D 1331.

Time Weighted Average (TWA): The TWA is an 8-hour time weighted average of airborne concentration of fibers (longer than 5 micro-meters) per cubic centimeter of air which represents the employee's 8-hour workday as determined by Appendix A of 29 CFR 1926.58.

Regulated Area: An area established to demarcate areas where air-borne concentrations of asbestos, tremolite, anthophyllite, actinolite, or a combination of these minerals exceed or can reasonably be expected to exceed the permissible exposure limits. The regulated area may take the form of an enclosed control area or an area demarcated that minimizes the number of personnel who may be exposed to asbestos, tremolite, anthophyllite, or actinolite.

DESCRIPTION OF WORK:

The work covered by this section includes the handling of materials containing asbestos which are encountered during removal and demolition operations and the incidental procedures and equipment required to protect workers and occupants of the building or area, or both, from contact with airborne asbestos fibers. The work also includes the disposal of the removed asbestos-containing materials. Perform work in accordance with 29 CFR 1926.58, 40 CFR 61, Subparts A and M, and the requirements specified herein. The asbestos work involves the demolition and removal of asbestos-containing roofing materials. Under normal conditions non-friable materials are not considered hazardous; however, these materials release airborne asbestos fibers when sawed, broken, drilled, sanded, crushed, ground or otherwise abraded.

Protection of Existing Work to Remain: Perform demolition work without damage or contamination of adjacent areas. Where such work is damaged or contaminated, restore work to original condition or better.

Medical Requirements: 29 CFR 1926.58.

Medical Examinations: Before exposure to airborne asbestos fibers, furnish asbestos workers with a comprehensive medical examination as required by 29 CFR 1926.58.

Training: Prior to or at time of initial assignment to asbestos work, and at least annually thereafter, each employee shall be instructed with regard to the hazards of asbestos, safety and health precautions, the use and requirements for protective clothing, equipment, and respirators, and the association of cigarette smoking and asbestos-related disease, and the additional requirements of 29 CFR 1926.58. Fully cover engineering and other hazard control techniques and procedures.

Permits and Notifications: Obtain necessary permits in conjunction with asbestos removal, hauling, and disposition, and furnish timely notification of such actions required by federal, state, regional, and local authorities. Notify the regional office of the Environmental Protection Agency (EPA) and the Owner's Representative in writing 10 days prior to the commencement of work in accordance with 40 CFR 61, Subpart M.

Safety and Health Compliance: In addition to detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.58 and 40 CFR 61, Subparts A and M. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where specification requirements and referenced documents vary, the most stringent requirement shall apply.

Respirator Program: Establish and implement a respirator program as required by ANSI Z88.2, 29 CFR 1910.134, and 29 CFR 1926.58.

PART 2 PRODUCTS

2.1 MATERIALS

Wetting Materials: For wetting prior to disturbance of asbestos containing materials use amended water:

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons of water.

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, six mil thick as indicated, clear, frosted, or black as indicated.

Duct Tape: Provide duct tape in 2 inches or 3 inches widths, with adhesive which is formulated to aggressively stick to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Disposal Bags and Impermeable Containers: Provide 6 mil thick leak-tight polyethylene bags. Provide containers suitable to receive and retain asbestos containing or contaminated material until proper disposal. Use one of two types of impermeable containers: (1) 6 mil polyethylene disposal bags to fit within the drum; or (2) metal or fiber reinforced drums with tightly fitting lids. Disposal bags and impermeable containers must be labeled with 2 labels, with text as follows:

First Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provided in accordance with DOT regulations:

RQ HAZARDOUS SUBSTANCE SOLID,
N.O.S. (ASBESTOS) ORM/E,
NA - 9188

Disposal Drums: Provide labeled leak tight containers (fiberboard or steel drums) for transportation and disposal of waste. Disposal drums must be labeled in the same manner as specified under "Disposal bags" (see above).

PART 3 EXECUTION

3.1 WORK PROCEDURE

Perform asbestos-related work in accordance with 29 CFR 1926.58, SCDHEC reg. 61-86.1 and as specified herein. Use wet removal procedures. Personnel shall wear and use protective clothing and equipment only as required. Eating, smoking, or drinking shall not be permitted in the asbestos control area or change room. Personnel of other trades not engaged in the removal and demolition of asbestos shall not be exposed at any time to airborne concentrations of asbestos greater than or equal to .01 fibers per cubic centimeter of air. Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the asbestos control areas. Seal intake and exhaust vents in the asbestos control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through asbestos control area. Disconnect electrical service when wet removal is performed and provide temporary electrical service protected by a ground fault circuit interrupter.

Masking and Sealing:

Asbestos Control Area Requirements for non-friable roofing materials: The construction of an enclosed asbestos control area may not be required for the removal of roofing felts and mastics if proper removal techniques are utilized. Secure all entrances to the work area and maintain other requirements for asbestos control areas. Seal all internal air vents grilles, etc. to prevent possible contamination to these systems. Also, where an enclosure is not provided, the Contractor may be required by OSHA to conduct personal and area air monitoring for airborne asbestos fibers during the work shift at the designated limits of the asbestos work area at a frequency recommended by the air monitoring professional by not less than once every 4 hours. If the quantity of airborne asbestos fibers monitored at any time is greater than or equal to 0.01 fibers/cc of air, stop work, correct the condition(s) causing the increase, and notify the Owner's Representative immediately. If adjacent areas are contaminated, clean the areas, monitor, and visually inspect the area as specified herein.

Asbestos Handling Procedures:

General Procedures: Wet asbestos material with a fine spray of amended water, other approved wetting agent, or a removal encapsulant during removal, cutting, or other handling to reduce the emission of airborne fibers. Remove material and immediately place in sealed impermeable bags. Collect asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing which may produce airborne concentrations of asbestos fibers; place in sealed impermeable bags constructed of 6-mil plastic sheet. Sealed impermeable bags shall be stored and removed in asbestos waste drums. Provide asbestos caution labels on sealed impermeable bags and asbestos waste drums. Where unusual circumstances prohibit the use of sealed impermeable bags, the contractor shall submit, in the asbestos plan, an alternate proposal for removal of asbestos materials and containment of asbestos fibers.

Non-friable Asbestos Procedures:

Work procedures that will cause dust and airborne asbestos fibers to be released will not be permitted. Asbestos materials shall not be dropped, thrown, nor roughly handled, but shall be carefully handled during all stages of removal. Fiber control methods including wet removal, isolation and partial enclosure of the work area by plasticizing and use of appropriate respirators are strongly recommended as a minimum requirement for removing non-friable asbestos materials such as floor tiles. All hand-operated and power tools used when working with non-friable asbestos materials that could cause airborne asbestos fibers shall be provided with exhaust ventilation systems, in accordance with ANSI 79.2 and 29 CFR 1926.58. During removal, keep asbestos materials wet with water containing an approved wetting agent or surfactant. Wrecking, bulldozing, and similar operations will not be permitted during the removal of asbestos materials.

Monitoring:

Monitoring of airborne concentrations of asbestos fibers shall be in accordance with 29 CFR 1926.58 and as specified herein. As required air monitoring, testing, and reporting shall be performed by a full-time employee of an approved testing laboratory.

Monitoring During Asbestos Work:

Perform personal and area monitoring on characteristic asbestos work tasks and establish the TWA during the first exposure to airborne concentrations of asbestos. When an enclosed asbestos control area is not required, after initial TWA's are established, perform personal monitoring at the designated limits of the asbestos work area.

Site Inspection:

While performing asbestos removal work, the Contractor shall be subject to on-site inspection by the Owner's Representative, who may be assisted by safety or health personnel. If the work is in violation of specification requirements, the Owner's Representative will issue a stop work order to be in effect immediately and until the violation is resolved. Standby time and expenses required to resolve the violation shall be at the Contractor's expense.

Equipment:

Furnish the Owner's Representative with two complete sets of personal protective equipment daily, as required herein, for entry to and inspection of the asbestos control area. The personal protective equipment furnished shall include disposable protective whole body covering, head coverings, gloves, foot coverings, eye protection, and use of the Contractor's change room. The personal protective equipment shall remain the property of the Contractor.

Respirators:

Select respirators approved by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services, for use in atmospheres containing asbestos fibers. Type C air supplied respirators will not be required due to the hazard created by the air lines on the roof. Furnish personnel engaged in the removal and demolition of asbestos materials with Powered Air Purifying Respirators equipped with HEPA cartridges, until the industrial hygienist establishes the TWA. Documentation of similar jobs exhibiting fiber counts acceptable for Powered Air Purifying Respirators will be required on site. After the TWA is established, the Contractor shall furnish respirators as presented in 29 CFR 1926.58 as follows:

TIME WEIGHTED AVERAGE OF ASBESTOS IN THE BREATHING ZONE OUTSIDE THE RESPIRATOR

(fibers longer than 5 micrometers per cubic Centimeter of air)

REQUIRED RESPIRATOR

Half-mask air purifying respirator equipped with high-efficiency filters	2.0 or less
Full facepiece air-purifying respirator equipped with high-efficiency filters	2 - 10
Powered air-purifying respirator equipped with high-efficiency filters or supplied-air respirator operated in continuous flow mode	10 - 20
Full facepiece supplied-air respirator operated in pressure demand mode	20 - 200
Full facepiece supplied-air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus	greater than 200 or unknown

NOTE: a. Respirators assigned for high environmental concentrations may be used at lower concentrations.

b. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

Special Clothing:

Protective Clothing: Furnish personnel disposable protective whole body clothing, head coverings, gloves, and foot coverings. Cloth gloves may be worn for comfort, but shall not be used alone. Secure sleeves at the wrists and secure foot coverings at the ankles.

Decontamination Systems: Provide a personnel decontamination system and an equipment decontamination system as described herein. Personnel entry/exit procedures shall be as described in 29 CFR 1926.58. Wastewater shall be collected and disposed of as asbestos-contaminated material or shall be filtered through a filter of at least 0.5 micron particle size collection capability before disposal into the sanitary sewer system. Handle and dispose of filters as asbestos-contaminated waste.

Warning Signs and Labels: Provide caution signs printed in English at approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Provide caution labels printed in English. Affix labels to asbestos materials, scrap, waste, debris, sealed impermeable bags, asbestos waste drums, and other asbestos-contaminated products.

29 CFR 1910.145, paragraph (d) (4), vertical format, minimum 20 by 14 inches; spacing between two consecutive lines shall be at least equal to the height of the upper line. Display the following legend in the lower panel:

<u>Legend</u>	<u>Notation</u>
Danger	1-inch Sans Serif Gothic or Block
Asbestos	1-inch Sans Serif Gothic or Block
Cancer and Lung Disease Hazard	1/4-inch Sans Serif Gothic or Block
Authorized Personnel Only	1/4-inch Gothic
Respirators and Protective Clothing are Required in this area	1/4-inch Gothic

CLEANUP AND DISPOSAL:

Cleanup: Maintain surfaces of the asbestos control area free of accumulations of asbestos fibers. Restrict the spread of dust and debris; keep waste from being distributed over the general area. Do not dry sweep or blow down the space with compressed air. When asbestos removal, disposal, and cleanup are complete, execute copy of final visual inspection form. Do not remove the asbestos control area enclosure (or roped-off perimeter) and caution signs prior to the execution of final visual inspection. The Owner's Representative will visually inspect the affected surfaces for residual asbestos material and accumulated dust before and after the removal of the asbestos control area; the Contractor shall reclean areas showing dust or residual asbestos

materials. If recleaning is required, the Owner will deduct the cost for air monitoring during recleaning from the contract sum. Notify the Owner's Representative before unrestricted entry is permitted.

Removal of Asbestos Waste Containers: Store asbestos waste containers in the asbestos control areas until the control area cleanup is complete, or provide a waste container removal system. The waste container removal system shall consist of a loading and unloading staging area, a washdown station inside the asbestos control area, and a waste container holding area. Provide warning signs as specified herein for asbestos control areas. The waste container removal system shall be constructed to prevent the escape of asbestos fibers from the area. Personnel entering the waste container removal system shall wear personal protective equipment. The system shall not be used to enter or exit the work-site. Access to outside the waste container removal system shall be sealed except during the removal of asbestos waste containers. Perform cleanup of the waste container removal system as specified herein for enclosed asbestos control areas. Do not remove the waste container removal system enclosure and warning signs prior to the Owner's Representative's receipt of the final visual inspection certification.

Disposal of Asbestos: Dispose of waste asbestos material (by burial under at least 6 inches of daily compacted cover of non-asbestos materials and by final cover of at least 2 feet of compacted earth) at a state-approved sanitary landfill. Procedure for hauling and disposal shall comply with 40 CFR 61, Subpart M, and state, regional, and local standards. Sealed impermeable bags may be dumped from drums into the burial site unless bags have been broken or damaged. Damaged bags shall be buried in drums. Uncontaminated drums may be recycled. Workers unloading sealed drums shall wear appropriate respirators and personal protective equipment when handling asbestos materials at the disposal site.

FINAL VISUAL INSPECTION FORM

Work area location _____
in accordance with Section 02080. The Contractor hereby certifies that he has visually inspected the Work Area, and has found no dust, debris, or residue.

by: (Signature) _____ Date: _____
(Print Name) _____
(Print Title) _____

CONSULTANT VERIFICATION

The Consultant hereby verifies that he has accompanied the Contractor on his final visual inspection has been thorough and to the best of his knowledge and belief, the Contractor's certification above is a true and honest one.

by: (Signature) _____ Date: _____
(Print Name) _____
(Print Title) _____

END OF SECTION

SECTION 02084

DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Asbestos-containing waste materials and debris which is packaged in accordance with the provisions of this Specification shall be disposed of at designated sanitary landfills at an interval appropriate to prevent accumulation of generated waste onsite.

1.2 RELATED SECTIONS

- 1.2.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.3 SUBMITTALS

Not Used

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

- 3.1.1 Decontaminated and sealed single-bagged waste shall be double-bagged and sealed prior to being removed from the Work Area.
- 3.1.2 All double-bagged and poly-wrapped waste shall be placed into an appropriate lined enclosed vehicle for transportation to the disposal site unless otherwise authorized in writing by the Consultant.
- 3.1.3 The disposal bags shall be labeled as required by 29 CFR 1910.26 and the Department of Transportation Regulations classifying asbestos as a hazardous waste.
- 3.1.4 Carefully load containerized waste on sealed trucks or other appropriate vehicles for transport. Place bundles on a Hy-Lift type fork lift and lower to the transport truck. Palletized handling of sealed and labeled bundles is permissible. Throwing, pitching or dropping bundles on a truck bed from the roof level is expressly and strictly forbidden. Exercise care before and during transport to ensure that no unauthorized persons have access to the material.

- 3.1.5 Do not store containerized material outside of the Work Area. Take containers from the Work Area directly to a sealed truck.
- 3.1.6 Do not transport containerized waste materials on open trucks. Label drums with same warning labels as bags. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
- 3.1.7 Advise the hazardous waste landfill operator at least 24 hours in advance of transport of the quantity of material to be delivered.
- 3.1.8 At the hazardous landfill site, sealed containers shall be carefully removed from the truck and placed on the ground. Containers shall not be dumped or thrown from the truck.
- 3.1.9 There will be no visible emissions to the outside air from an active hazardous waste disposal site where asbestos-containing waste is deposited.
- 3.1.10 Only sealed bags or impermeable containers are permitted to be deposited in hazardous waste landfill. Damaged, broken, or leaking plastic bags must remain in the impermeable container and the container must be deposited in the landfill. Once deposited, the bags and drums are to be covered by a sheet of 6-mil polyethylene sheeting.
- 3.1.11 Retain signed and dated original receipts from hazardous waste landfill for materials disposed.

END OF SECTION