#### PROJECT MANUAL

#### **FOR**

## FAIRFIELD COUNTY DETENTION CENTER HVAC DEMOLTION AND RENOVATIONS

#### **FOR**

### FAIRFIELD COUNTY WINNSBORO, SOUTH CAROLINA

September, 2013

JOB NO. 12968.03 (Re-Bid)



#### FAIRFIELD COUNTY DETENTION CENTER HVAC DEMOLITION AND RENOVATIONS WINNSBORO, SOUTH CAROLINA

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#### **INVITATIONS FOR BIDS**

Sealed bids for the "Fairfield County Detention Center Demolition and Renovations" project will be received from qualified bidders. The Owner, Fairfield County Council, 350 Columbia Road, Winnsboro, South Carolina, will open and read aloud the bids at the conference room.

Bid Date: December 5, 2013

Time: 2:00 pm

The name of the project is: Fairfield County Detention Center HVAC Demolition and

Renovations

The Owner is: Fairfield County Council

350 Columbia Road Winnsboro, S.C. 29180

The Architect is: Davis & Floyd, Inc.

1319 Hwy. 72/221 East

P.O. Drawer 428

Greenwood, S.C. 29648

(864) 229-5211 (864) 229-7844 Fax

The Work scope consists of the demolition of an existing metal ceiling in the shower area of the Fairfield Detention Center. New ductwork, new fire dampers, new exhaust grilles, a new exhaust fan and new shower lighting will be installed. A new lath and cement plaster ceiling will be installed in the shower area along with a removable stainless steel bulkhead that will cover the new ductwork. The new ceiling will be painted. Demolition will not be permitted to begin until shower light fixtures and any other long lead items are in the contractor's possession and ready for installation.

Bidding Documents are available for inspection at the office of Davis & Floyd, Inc. Electronic Bidding Documents may be obtained for no charge by E-mailing <u>Documents-GWD@davisfloyd.com</u>. Hard copies of Bidding Documents may be obtained from Davis & Floyd, Inc. by sending a nonrefundable deposit of fifty dollars (\$50.00) per set to the attention of Cheryl Adams at the above address. Plan deposit checks should be made payable to Davis & Floyd, Inc.

Bids will be binding for a time period of (60) calendar days from the date bids are opened.

The Notice of Intent to Award will be posted at the Administration Building, 350 Columbia Road, Winnsboro, South Carolina, 29180.

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All bids are to be accompanied by a bid bond or certified check of not less than five percent (5%) of the base bid

The successful bidder will be required to furnish Performance Bond and Labor and Materials Bond in the amount of one hundred percent (100%) of the Contract Amount.

Bids are to be submitted on the Form of Proposal provided, enclosed in a sealed opaque envelope bearing the name and address of the bidder, contractor's license number, identification of contract being bid and name of project. All bids must comply with the laws of State of South Carolina. Liquidated damages in the amount of \$25.00 per day for each calendar day the date of substantial completion exceeds the contract completion date, will be retained from compensation to be paid to the successful contractor. The construction time to attain Substantial Completion is 75 days from date of Notice To Proceed.

A non-mandatory pre-bid conference will be held at the Detention Center, 10 Faith Lane, Winnsboro, South Carolina, 29180 at 11:00 a.m., November 19, 2013.

THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, WAIVE INFORMALITIES AND AWARD THE CONTRACT IN THE BEST INTEREST OF THE OWNER

End of Section

JOB NO.: 12968.03

# AIA DOCUMENT A701 – 1997 EDITION INSTRUCTIONS TO BIDDERS

#### IS CONSIDERED A PART OF THIS CONTRACT

A copy of which is on file and may be examined at the office of the Engineer.

#### INSTRUCTIONS TO BIDDERS

#### **SUPPLEMENTAL**

9.1 AIA Document A701 1997 Edition – Instructions to Bidders is hereby modified by addition to, change of and/or deletion from existing (sub)paragraph and/or insertion of additional (sub)paragraphs as follows:

#### **GENERAL**

Wherever the word "Architect" appears in the INSTRUCTIONS TO BIDDERS and herein, the intent is the design professional with whom the Owner has a contractual agreement. In the absence of a design professional, the "Owner" assumes the role of the "Architect".

#### ARTICLE 1 - DEFINITIONS

1.1 Line 9, following "....Specifications" add ",Contractor's Bid."

#### ARTICLE 2 – BIDDER'S REPRESENTATIONS

- 2.1.3.1 Add the following subparagraph:
  - "2.1.3.1 Bidders shall be held fully responsible for any pre-bid existing conditions that would affect their bid that were obvious and could have been ascertained by a site visit."

#### ARTICLE 3 - BIDDING DOCUMENTS

3.3.1 Add the following sentence:

"Reference in the Bidding Documents to 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.

3.3.4 Delete and substitute the following:

"No substitutions during construction for specified items shall be allowed, unless they are approved."

- 3.4.3 Delete and substitute the following:
  - "3.4.3 No Addenda will be issued later than 4 full calendar days prior to the date for receipt of Bids, except to:
    - .1 withdraw the request for Bids, or
    - .2 postpone the date for receipt of Bids."
- 3.4.3.3 Add the following subparagraph:

"3.4.3.3 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, Bidders shall be notified by telephone, fax or other appropriate means with immediate follow up with a written Addendum. This Addendum shall verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date shall be no earlier than the 5<sup>th</sup> calendar day after the date of issue of the Addendum postponing the original Bid Date."

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#### 3.4.4 Add the following subparagraph:

- "3.4.5 Bids on which all Addenda are not acknowledged shall be rejected as non-responsive, except for the following:
- .1 The Bid receipted clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to the Invitation for Bids and the Bidder submitted a Bid thereon, or
- .2 The addendum clearly would have had no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or the relative standing of Bidders.
  - a. The circumstances listed in b. and c. shall determine if failure to acknowledge the Addendum will cause the Bid to be rejected. Under no circumstances can the Bid price be changed or modified.
  - b. 'Trivial or negligible effect' shall be interpreted to mean an increase of the Base Bid not exceeding 1 percent. There is no percentage limit if the Addendum decreases the Contract cost. The value of the Addendum shall be as determined by the Architect or the Owner's procurement officer.
  - c. 'Relative standing of Bidders' shall mean that the order of Bidders would be the same regardless of the Addendum. If the value of the Addendum added to the Bid would cause that Bid to be higher than another Bid, the Bid shall be rejected. For example, if the difference between Bidders is \$2,000, an Addendum with a potential value of \$2,000 or more would cause the Bid to be rejected. However, if Addendum had a potential value less than \$2,000, and was less than 1 percent of the Base Bid, the Bid would not be rejected, since the amount is negligible and would not affect the standing of the Bidders.
- .3 The Addendum only give clarifications and/or lists attendees at a Mandatory Pre-Bid Conference."

#### ARTICLE 4 – BIDDING PROCEDURES

- 4.1.6 Delete and substitute the following:
  - "4.1.6 Bidder shall not qualify his Bid."
- 4.1.7 Delete and substitute the following:
  - "4.1.7 An unsigned Bid shall not be rejected when it is accompanied by a properly prepared Bid security or by other material indicating the Bidder's intention to be bound by the unsigned document, such as the submission of a Bid guarantee with the Bid or a letter with the Bid signed by the Bidder, referring to and identifying the Bid itself."
- 4.2.1 Line 11, following" ...not as a penalty", delete the rest of the subparagraph.
- 4.2.1.1 Add the following subparagraph:
  - "4.2.1.1 Bid Security is required for all competitive sealed Bids for Construction Contract in excess of \$100,000 and such other Contracts as may be identified in the Invitation for Construction Bid. Bid Security shall be in an amount not less than 5 percent of the Base Bid and shall be made payable to the Owner. Bid Security shall be either a certified cashier's check or Bid Bond issued by a Surety Company licensed to conduct business in the State of South Carolina. Unless otherwise noted, the Surety shall have an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract price. Each Bond shall be accompanied by a 'Power of Attorney' authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond."
- 4.2.2 Line 1, following" ...it shall be written", delete "on" and substitute "in the form of".

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#### 4.2.3 Add the following sentence:

"When Bid Security is required, the Owner shall retain the Bid Security of the 3 lowest responsive Bidders until the Contract has been awarded."

#### 4.2.4 Add the following subparagraph:

"4.2.4 Bidders submitting a Bid Security not meeting the required amount or surety rating and financial strength shall have one working day from the Bid opening to cure the deficiency or the Bid shall be considered non-responsive. Bid Security amount must be at least 80% of the required amount to the eligible for correction."

#### 4.2.5 Add the following subparagraph:

- "4.2.5 The Owner receiving the Bid shall have the right to retain and cash the Bid Security of any low Bidder who:
- .1 will not execute the Agreement as required by and included in the Bidding Documents, or
- .2 refuses to correct any Bid Security deficiency as per Subparagraph 4.2.4."

#### 4.3.1 Add the following sentence:

"The Bid shall not be rejected for failure to indicate "SEALED BID ENCLOSED" on the mailing envelope."

#### ARTICLE 5 - CONSIDERATION OF BIDS

#### 5.1.1 Delete the 2<sup>nd</sup> and 3<sup>rd</sup> sentences and add the following:

"After the opening of the Bids, unless there is a compelling reason to reject Bids as prescribed by law, the Owner shall announce the date of the Notice of Intent to Award."

#### 5.1.1.1 Add the following subparagraph:

"5.1.1.1 The Owner shall, within 10 working days of the Bid opening, send to all Bidders a copy of the Bid Tabulation."

#### 5.1.1.2 Add the following subparagraph:

"5.1.1.2 If the Project is to be awarded, the Owner shall also promptly send a copy of the Notice of Award to all Bidders.

#### 5.1.2 Add the following subparagraph:

"5.1.2 If only one Bid is received, the Bid shall be opened and considered."

#### 5.2.2 Add the following subparagraph:

- "5.2.2 Bids shall be rejected for the following, but not limited to:
- .1 Failure to deliver the Bid on time:
- .2 Failure to comply with Bid Security requirements, except as allowed by Subparagraph 4.2.4;
- .3 Failure to Bid an Alternate; and
- .4 Failure to list qualified Subcontractors as required by law;
- .5 Showing any modification(s) or exception(s) qualifying the Bid;
- .6 Faxing a Bid directly to the Owner or his representative."
- .7 Failure to indicate in the bid envelope all items required by the bid documents;

#### 5.2.3 Add the following subparagraph:

- "5.2.3 Bids shall not be rejected for the following, but not limited to:
- .1 Failure to write "Sealed Bid Enclosed" on the outside of the mailing envelope;
- .2 Failure to seal the Bid envelope;
- .3 Listing a modification to the Bid on the outside of the Bid envelope (however, such modifications will not be considered):
- .4 Failure to list any information on the envelope other than that which may be required by law;
- .5 Providing a fax copy or other reproduction of any or all Bidding Documents in the Bid envelope;
- .6 Failure to indicate both the written words and the numbers for the Base Bid and/or Alternates;
- .7 Disagreement between the Bid's written words and the numbers for the Base Bid and/or Alternates; NOTE: Where a disagreement occurs, the written words shall be used as the bid amount.
- .8 Failure to indicate on an alternate "add to" or "deduct from" the base bid amount, but only when the adjustment is obvious.
- .9 Failure to provide an Incremental Price or a Unit Price when requested on the Bid Form;
- .10 Providing additional listings of "Subcontractor Specialty" beyond those listed on the Bid Form.
- .11 Failure of the bidder to sign the bid, provided it is accompanied by a properly prepared bid security, or other information, as required by Subparagraph 4.1.7;
- .12 Providing a reproduction of a signature on any or all Bidding Documents;
- .13 Failure of the corporation to include its seal on the Bid;
- .14 Immaterial variation from the exact requirements;

#### 5.2.4 Add the following subparagraph:

- "5.2.4 Bidders shall have one working day from the time of Bid opening to correct the following deficiencies:
- .1 Failure to provide 5% Bid Security when required, provided that the Bidder did furnish Bid Security equal to at least 80% of that required by the Invitation for Construction Bids.
- .2 Failure to provide a Bid Bond with the proper surety rating and financial strength."
- 5.3.1 Line 2 following "...to the lowest responsible", add "and responsive".

#### 5.3.1.1 Add the following subparagraph:

"5.3.1.1 Minor informalities and irregularities in the Bid shall be corrected by the Bidder or may be waived when it is to the advantage of the State. Failure by the Bidder to correct any deficiency as required may cause the Bid to be rejected as non-responsive."

#### ARTICLE 6 - POST-BID INFORMATION

#### 6.1.1 Delete and substitute the following:

- "6.1.1 A prospective Contractor shall be considered as meeting the state standards of responsibility when the firm has:
- .1 Appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate his capability to meet all contractual requirement;
- .2 A satisfactory record of performance;
- .3 A satisfactory record of integrity.
- .4 Supplied all necessary information in connection with the inquiry concerning responsibility."

- 6.1.2 Add the following subparagraph:
  - "6.1.2 Each Contractor submitting a Bid shall, upon request, submit the "Questionnaire for Contractor".
- 6.2 Delete the substitute the following:

#### "6.2 DRUG-FREE WORKPLACE REQUIREMENTS

Contractors are required to maintain a drug-free workplace."

6.3 Delete.

#### ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

- 7.1.1 Delete and substitute the following:
  - 7.1.1 When required by the Invitation for Construction Bids, the Contractor shall provide and pay the cost of Performance and Labor and Material Payment Bonds, as described and defined in Subparagraph 11.4.1.1 of the Supplementary Conditions Part I, of the General Conditions of the Contract for Construction."
- 7.1.3 Delete.
- 7.2.1 Delete and substitute the following:
  - "7.2.1 The Contractor shall have a maximum of 7 days from the date of posting of the Notice of Award to deliver the Performance and Labor and Material Payment Bonds (when required by the Invitation for Construction Bids), Certified of Insurance and the Contract (signed by Contractor only). Failure to deliver these documents as required, shall entitle the Owner to consider the Bid non-responsive and declare the Bid Security forfeited."
- 7.2.2 Delete.
- 7.2.3 Delete.
- 7.2.4 Delete.

End of Section

## **AIA DOCUMENT A310 – 2010 EDITION**

### **BID BOND**

#### IS CONSIDERED A PART OF THIS CONTRACT

A copy of which is on file and may be examined at the office of the Engineer.

#### STANDARD BID FORM

BID OF.	(CONTRACTOR)
BID TO:	FAIRFIELD COUNTY COUNCIL (OWNER)
PROJECT NAME: Fairfield	County Detention Center HVAC Demolition and Renovations
PROJECT NUMBER:	12968.03
BASE BID AGREEMENT:	
The undersigned, having examined al	Il the Bidding Documents and acknowledges receipt of all Addendum(a) as follows:
ADDENDUM (A) #	
	idding Documents described as the BASE BID for the lump sum of:
	DOLLARS
(\$	) which sum is hereafter called the BASE BID.
DATE OF COMMENCEMI	ENT AND SUBSTANTIAL COMPLETION:
	T shall be established in the Notice to Proceed. The Contractor shall not incur any expense until the ward requires that either the Contract be signed by both the Owner and the Contractor or a Notice to
	pleted (as evidenced by the date on the Certificate of Substantial Completion) according to the following: tice To Proceed and complete project not later than 75 days.
The undersigned further agrees that	from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of
Twenty-five	
for each calendar day the actual co	instruction time to achieve SUBSTANTIAL COMPLETION exceeds the specified or adjusted Contract

#### **BID SECURITY:**

DID OF.

Unless otherwise provided in the Bidding Documents, the undersigned shall enclose BID SECURITY in the amount of not less than Five (5) Percent of the Base Bid made payable to the Owner. Bid security shall be either a certified cashier's check or bid bond issued by a surety company licensed to conduct business in the State of South Carolina.

#### PERFORMANCE & PAYMENT BONDS:

Unless otherwise provided in the Bidding Documents, PERFORMANCE & PAYMENT BONDS, each in the amount equal to 100% of the Contract price, shall be required of the successful Bidder if the Contract is awarded.

#### LISTING OF SUBCONTRACTORS FOR BASE BID:

time for SUBSTANTIAL COMPLETION as provided in the Contract Documents.

Any Bidder in response to an invitation for bids shall list in his bid the name of only those SUBCONTRACTOR(S) that will perform the work so identified in the invitation for bids. If the Bidder determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a SUBCONTRACTOR and if the Bidder is qualified to perform such work under the terms of the invitation for bids, the Bidder shall list his company name in the appropriate place in his bid and not subcontract any of that work except with the approval of the Owner for good cause shown.

A SUBCONTRACTOR is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not subcontractors and are not to be listed.

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#### FAILURE BY THE BIDDER TO LIST THE NAME(S) OF SUBCONTRACTORS SHALL RENDER THE BID NONRESPONSIVE.

SUBCONTRACTOR SPECIALTY (TO BE COMPLETED BY ARCHITECT)	SUBCONTRACTOR'S NAME OR PRIME BIDDER'S NAME, IF WORK IS TO BE SELF-PERFORMED (TO BE COMPLETED BY BIDDER)
Bidder shall list only SUBCONTRACTORS qualified to perform it	tems of work specified or substitutions approved at the time of bidding.
No Prime Contractor whose Bid is accepted shall substitute any peroriginal Bid, except with approval of the Owner.	rson as SUBCONTRACTOR in place of the SUBCONTRACTOR listed in the
BID HOLDING TIME AND ACCEPTANCE:	
The undersigned agrees that this Bid may not be revoked or with period of Sixty (60) Days following the Bid Date.	ndrawn after the opening of bids, and shall remain open for acceptance for a
QUESTIONNAIRE FOR CONTRACTORS:	
Owner needs to be satisfied that the prospective contractor is responsible within SEVEN (7) WORKING DAYS from date of receipt by the	OR CONTRACTORS". The questionnaire will be requested only when the possible. The questionnaire shall be completed fully and returned to the Owner to Contractor by registered mail. The form must be received by the Owner no ure to supply information with respect to responsibility may be grounds for a
CERTIFICATION REGARDING DRUG-FREE V	WORKPLACE:
The undersigned certifies that the Contractor listed below will prov	ide a "DRUG-FREE WORKPLACE".
S.C. CONTRACTOR'S LICENSE NUMBER:	
AUTHORIZATION:	
(TYPE OR PRINT	NAME OF CONTRACTOR)
(TYPE OF	R PRINT ADDRESS)
(TYPE OR PRINT CITY AND STATE	(PHONE)
(TYPE OR PRINT NAME)	(TITLE)
(SIGNATURE)	(DATE)

JOB NO.: 12968.03 STANDARD BID FORM BF – 2

# AIA DOCUMENT A101 – 2007 EDITION STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

#### IS CONSIDERED A PART OF THIS CONTRACT

A copy of which is on file and may be examined at the office of the Engineer.

# AIA DOCUMENT A201 – 2007 EDITION GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

IS CONSIDERED A PART OF THIS CONTRACT

A copy of which is on file and may be examined at the office of the Engineer.

#### SUPPLEMENTARY CONDITIONS

#### **GENERAL**

The following supplementary conditions modify, delete and/or add to the GENERAL CONDITIONS. Where any article, paragraph or subparagraph in the GENERAL CONDITIONS is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the GENERAL CONDITIONS is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

#### ARTICLE 1: CONTRACT DOCUMENTS

- 1.1.1 THE CONTRACT DOCUMENTS
- 1.1.1 Add the following Subparagraph 1.1.1.2 to 1.1.1:
- "1.1.1.2 In the event of conflict between the specifications and drawings, the provisions of the specifications shall govern."
- 1.1.1 Add the following Subparagraph 1.1.1.3 to 1.1.1:
- "1.1.1.3 By executing the Contract, the Contractor represents that he has reviewed all Contract documents, including architectural, structural, mechanical, electrical and civil divisions of the Drawings and Specifications, the cost of all materials and equipment shown in the Contract Documents have been included in the Contract Sum, and that all costs for materials and labor associated with the installation and the making fully operational, such equipment have been included in the Contract Sum."

#### ARTICLE 2: OWNER

- 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
- 2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following Subparagraph 2.2.5:
- "2.2.5 The Contractor will be furnished free of charge, one (2) copies of the Drawings and Project Manual."
- 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
- 2.4 Add the following Subparagraph 2.4.2 to 2.4:
- "2.4.2 The Owner reserves the right to perform any work on the site, whether within or without the scope of this contract, necessary to correct any conditions which at the sole discretion of the Owner pose a hazard to the health or safety of the Owner's employees or the general public. Such work will only be done on an emergency basis. If practical under the circumstances, the Contractor shall be given notice of any such conditions and given a reasonable opportunity to correct them. If work is done by the Owner pursuant to this subparagraph which is necessitated by any act or failure to act of the Contractor, the costs associated with such work shall be deducted from any sums due the Contractor and a written Change Order adjusting the contract sum will be issued."

#### ARTICLE 3: CONTRACTOR

#### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.2.1 Add the following Subparagraph 3.2.1.1 to 3.2.1:
- "3.2.1.1 The following principles shall govern the settlement of disputes which may arise over discrepancies in the contract of documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern -- no measurements should be taken by scale as working dimensions except on large-scale drawings not dimensioned in detail; (b) as between drawings and specifications, requirements of the specifications shall govern; and (c) as between the Form of Agreement and the Specifications, requirements of the Form of Agreement shall govern. The principles set forth herein shall not alter provisions of Article 1.2."

#### 3.6 TAXES

Add the following Subparagraph 3.6.2:

"3.6.2 The Contractor's attention is directed to Title 12, Chapter 9, Code of Laws of South Carolina 1976 as amended concerning withholding tax for non-residents, employees, contractors and subcontractors."

#### 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add the following Subparagraph 3.7.1.1 to Subparagraph 3.7.1:

"3.7.1.1 In order that the inspection services of the governing building official (local) may be made available for plumbing, heating, air conditioning, and electrical work, the Contractor shall require that each subcontractor for these specialty contracts apply for, obtain, and pay the cost of all required permits and inspection fees for that specialty for which he is a subcontractor."

#### 3.9 SUPERINTENDENT

- 3.9 Add the following Subparagraph 3.9.4 to 3.9:
- "3.9.4 The Superintendent shall maintain a written daily log of the progress of the work. This log shall be kept at the job site and shall be available for inspection upon request by the Architect or Owner."

#### 3.14 CUTTING AND PATCHING

- 3.14.1 Add the following Subparagraph 3.14.1.1 to 3.14.1:
- "3.14.1.1 The Contractor's responsibility includes coordination with Contractor's Subcontractors in advance so that pipe holes, sleeves, inserts, etc. can be installed as work progresses."

#### **ARTICLE 4: ARCHITECT**

- 4.1 GENERAL
- 4.1.4 Add the following Subparagraph 4.1.4 to 4.1:

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SUPPLEMENTARY CONDITIONS

- "4.1.4 In the Specifications or on the Drawings, where the words "as directed," "as required," "as approved," "as permitted" or words of like effect are used, Contractor shall understand that direction, requirement, approval or permission of Architect is intended. Similar words "approved," "acceptable," "satisfactory," or words of like import mean approved by, acceptable to or satisfactory to Architect."
- 4.2 ADMINISTRATION OF THE CONTRACT
- 4.2.1 First line following "provide" add "general."

**ARTICLE 5: SUBCONTRACTORS** 

Supplements: Supplements not required for Article 5.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Supplements: Supplements not required for Article 6.

ARTICLE 7: CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

Add the following Subparagraph 7.3.6.1 to 7.3.6:

"7.3.6.1 The "direct cost" as used herein may include all items of labor or materials, the use of power tools and power equipment and all such items of cost as public liability, workers' compensation insurance, pro rata charges for additional time of foreman, social security, and old age and unemployment insurance and bond premiums. Among the items to be considered as overhead are insurance other than that mentioned above, supervision, travel, superintendence, timekeepers, clerks, watchmen, small tools, incidental job burdens, general office expense, field office overhead, home office overhead, extended overhead of any kind, impact damages, delay damages, and all other items, costs or expenses not included in the direct cost as defined above."

Add the following Subparagraph 7.3.7.1 to 7.3.7:

- "7.3.7.1 In determining the total cost to the Owner resulting from a change in the Work, the allowances for overhead and profit combined, including the total cost to the Owner, shall not exceed the percentages herein scheduled, as follows:
  - 1. For the Prime Contractor, for any work performed by his own forces, 15 percent of the direct cost;
  - 2. For each Subcontractor involved, work performed by his own forces, 15 percent of the direct cost;
  - 3. For the Prime Contractor, for work performed by his Subcontractor, 7-1/2 percent of the amount due the Subcontractor."

ARTICLE 8: TIME

8.3 DELAYS AND EXTENSION OF TIME

- 8.3 Delete Subarticle 8.3 in its entirety and substitute the following Subarticle 8.3 -- Subparagraphs 8.3.1 through 8.3.4:
- 8.3.1 Completion time stipulated under other sections of the Contract Documents may be extended by Change Order or Construction Change Directive to provide one additional work day for each full work day that the Contractor is prevented from working by reason of one or more of the following causes:
  - 1. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to, catastrophes and/or acts of God, acts of another Contractor in the performance of a separate contract with the Owner, epidemics, quarantine restrictions, strikes or freight embargoes;
  - 2. An unusual amount of severe weather to such an extent as to be definitely abnormal and beyond conditions that may be reasonably anticipated. For the purpose of this contract, a total of three (3) working days per calendar month shall be anticipated as "normally bad or severe weather," and such time will not be considered justification for an extension of time;
  - 3. Stoppage of work ordered by Owner or Architect for reasons over which Contractor has no control.
  - 4. The Contractor shall, within ten (10) days after the beginning of such delay notify the Owner and Architect in writing of the cause of the delay. The Architect will then ascertain the facts and extent of delay, and notify the Contractor within ten (10) days of the Owner's decision in the matter. Notice of delay and requests for extension of time shall set forth the cause, and number of additional working days contractor desires contract extended."
- "8.3.2 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received, and of which the Contractor might be reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extension of time shall be made in writing to the Architect with the next application for payment; otherwise they shall be waived."
- "8.3.3 Completion date stipulated under other sections of the Contract Documents may be extended by Change Order to compensate for additional work that may be ordered by Owner, provided such work is over and beyond scope of work covered by original contract, and is of such nature as to materially affect date of completion."
- "8.3.4 The Contractor shall not be entitled to any claim or compensation for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by any act of God, or by any act or omission on the part of the Owner, such act, hindrance, or delay may entitle the Contractor to an extension of time in which to complete the work which shall be determined by the Architect, provided that the Contractor will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence."

#### ARTICLE 9: PAYMENT AND COMPLETION

#### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 Third line following "notarized" delete "if required."

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- 9.3.1 Add the following Subparagraphs 9.3.1.3 and 9.3.1.4 to 9.3.1:
- "9.3.1.3 The Architect will authorize, as provided in Paragraphs 9.4 and 9.5, monthly payments equal to 95 percent of the portion of the contract sum properly allocable to labor, material and equipment suitably stored.
- "9.3.1.4 Contractor's Application for Payment shall be on AIA Documents G702 and G703."

Add the following Subparagraph 9.3.2.1 to 9.3.2:

"9.3.2.1 Rental equipment such as, but not limited to, mobile equipment, pans, forms, scaffolding, compressors, etc., shall not be considered material stored."

#### 9.6 PROGRESS PAYMENTS

Add the following Subparagraph 9.6.2.1 to 9.6.2:

"9.6.2.1 The Contractor's attention is directed to Title 29, Chapter 7, Code of Laws of South Carolina, 1976, as amended, concerning laborers' liens."

#### 9.10 FINAL COMPLETION AND FINAL PAYMENT

- 9.10 Add the following Subparagraph 9.10.1.1:
- "9.10.1.1 When the Contractor is ready for final inspection, he shall give notice to the Architect with copy to the Owner in the following words:

The work on the contract for (show name of improvement or project as it appears in the Form of Agreement), having been fully completed, except as stipulated HEREIN BELOW, it is requested that a final inspection be made promptly by the Architect. The following work is incomplete through no fault or negligence of the Contractor: (list any work the Contractor regards as exceptionable and after each item substantiate why its incompleteness is not due to his fault or negligence.)

- 9.10.1.2 No final inspection shall be made until such time as the Architect and the Owner have received a letter in exact form indicated above.
- 9.10.3 Add the following Subparagraph 9.10.3.1 to 9.10.3:
- "9.10.3.1 The balance payable under conditions stated shall reflect retainage for three times the value of uncompleted work, as determined by the Architect."
- "Add the following Paragraph 9.11 and Subparagraph 9.11.1 to Article 9:

#### 9.11 Liquidated Damages

9.11.1 For each Calendar Day that actual Substantial Completion exceeds the Contract Time for Substantial Completion, the Owner shall retain \$25.00 per day as Liquidated Damages to cover the losses to be incurred by the Owner by reason of failure of said Contractor to complete the Work within the specified time.

#### ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

#### 10.3 HAZARDOUS MATERIALS

Delete subparagraphs 10.3.1 through 10.3.6 in their entirety.

#### **10.4 EMERGENCIES**

- 10.4 Add the following Subparagraph 10.4.2 to 10.4:
- "10.4.2 The Owner reserves the right to perform any work on the site necessary to correct any conditions which pose a hazard to the health or safety of the Owner's employees or the general public."

#### ARTICLE 11: INSURANCE AND BONDS

11.1 - 11.2: Delete Subparagraphs 11.1 through 11.2.1 and substitute the following:

#### "11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 The Contractor shall purchase and maintain in a company or companies acceptable to the Owner such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
  - 1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
  - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
  - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
  - 5. Claims for damages other than the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
  - 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

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11.1.2.1 Minimum limits of liability for the following types of insurance are required (limits are shown in thousands of dollars).

(a)	a) Commercial General Liability:				
	1.	General Aggregate (per project)	\$1,000		
	2.	Products and Completed Operations Aggregate	\$1,000		
	3.	Personal and Advertising Injury.	\$1,000		
	4.	Each Occurrence	\$1,000		
	5.	Fire Damage (Any one fire)	\$ 50		
	6.	Medical Expense (Any one person)			
(b) Business Auto Liability (including All Owned, Non-owned, and Hire Vehicles:					
, ,	1.	Combined Single Limit	\$ 500		
(c)	Work	er's Compensation:			
, ,	1.	State	Statutory		
	2.	Employers Liability\$10	00 Per Accident		
	se, Policy Limit				
	\$100 Disease, Each En				

- 11.1.2.2 In addition to Contractual Liability including indemnification provision Bodily Injury and Property Damage coverage under both comprehensive General and Comprehensive Automobile forms shall include "occurrence" basis wording, which means an event, or continuous or repeated exposure to condition which unexpectedly causes injury or damage during policy period.
- 11.1.2.3 Contractor shall either (a) require each of its Subcontractors to procure and maintain during the life of its subcontract, Subcontractor Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this Subparagraph, or (b) insure the activities of its Subcontractors in its own policy."
- "11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18."
- "11.1.3.1 Certificate of Insurance must be filed through the Architect on AIA Document G715, latest edition, by an insurer authorized to do business in South Carolina by South Carolina State Insurance Commission. All blanks and questions on Certificate must be filled out completely. Incomplete or inadequate Certificate will be returned to Contractor as unsatisfactory and commencement of its work will be delayed until satisfactory Certificate is submitted. Such delay will not warrant extension of contract time."
- 11.1.5 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Owner."
- "11.1.6 If excavation is required, Contractor shall obtain underground hazard coverage in addition to those shown above."

#### "11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Contractor shall be responsible for purchasing and maintaining complete Owner's protective liability insurance covering claims which may arise from operations under the Contract. The Contractor shall file a copy of all Owner's protective liability insurance policies with the Owner before any exposure to loss may occur. Limits shall be the same as specified for general liability and property damage insurance."

#### 11.3 PROPERTY INSURANCE

- 11.3.1.3 Add the following Subparagraph 11.3.1.3.1 to 11.3.1.3.
- "11.3.1.3.1 A deductible of \$100.00 shall apply to each loss resulting from vandalism glass breakage, and malicious mischief. This deductible shall be borne by the Contractor."

#### 11.4 PERFORMANCE BOND AND PAYMENT BOND

- 11.4.1 Add the following Subparagraph 11.4.1.1 to 11.4.1:
- "11.4.1.1 Contractor shall provide and pay the cost of Performance and Payment Bonds, in the Form of AIA Document A312 "PERFORMANCE AND LABOR AND MATERIAL BOND." Each shall be in the full amount of the Contract Sum, issued by a Surety Company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond."
- 11.4.2 Add the following Subparagraph 11.4.2.1 to 11.4.2:
- "11.4.2.1 The Owner reserves the right to accept or reject the qualifications of any bonding company submitted by the Contractor."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

Supplements: Supplements not required for Article 12.

#### ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.5 TESTS AND INSPECTIONS
- 13.5.2 Add the following Subparagraph 13.5.2.1 to 13.5.2:
- "13.5.2.1 Materials subject to test shall be inspected by a testing agency selected by the Architect and satisfactory to the Owner. The Contractor shall provide payment of the cost of tests conducted pursuant to laws, ordinances, rules, regulations or order of any public authority having jurisdiction; the cost of tests conducted for his own information and in his own interest. The Owner will pay for the cost of all tests which are named in the technical sections of the Specifications and which meet or exceed specified requirements. Those tests which fail to meet requirements shall be paid for by the Contractor."

#### ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.2 TERMINATION BY THE OWNER FOR CAUSE
- 14.2.2.3 Add the following Subparagraphs 14.2.2.3.1 and 14.2.2.3.2 to 14.2.2.3:
- "14.2.2.3.1 The Owner shall not be required to proceed in completing the Work at the lowest possible cost."

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- "14.2.2.3.2 The costs of finishing the work may include, but not be limited to: (1) cost of labor and material, (2) additional Architectural services, (3) costs of advertising or bidding, (4) attorney's fees, (5) administrative costs, and (6) all other costs or expenses directly or indirectly related to the termination, (7) cost of expert witness fees."
- 15.4 ARBITRATION Delete in its entirety, and any other reference to Arbitration, and substitute the following:
- 15.4.1 Owner, Architect/Engineer, Contractor and any sub-Contractor agree that any suit, Action or Proceedings arising out of or related to the Agreement or General Conditions of the Contract for Construction, including the Supplementary Conditions, shall be instituted and maintained only in a State or Federal Court located in Darlington County, State of South Carolina.

**END OF SECTION** 

# AIA DOCUMENT A312 – 2010 EDITION PERFORMANCE AND PAYMENT BOND

#### IS CONSIDERED A PART OF THIS CONTRACT

A copy of which is on file and may be examined at the office of the Engineer.

# AIA DOCUMENT G701 – 2001 EDITION CHANGE ORDER FORM

#### IS CONSIDERED A PART OF THIS CONTRACT

A copy of which is on file and may be examined at the office of the Engineer.

#### SECTION 01050-PROJECT COORDINATION

#### PART 1 - GENERAL

#### 1.01 RECORDS/REPORTS:

A. General: The Contractor shall provide as-built drawings of the installation.

#### 1.02 LIMITATIONS ON USE OF THE SITE:

- A. General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- B. Provide access to the site as required by the Owner, to install equipment, fixtures, and systems not included as part of the work, but required for ultimate utilization of the buildings.
- C. Do not encumber the site with materials or equipment in any manner inconsistent with good access practices or impairment of security of the existing Institution. Confine stockpiling of materials and location of storage sheds to areas away from security fence lines. If space within the site area designated for the work is not adequate for onsite storage, the Contractor shall obtain and pay for off-site storage.
- D. Submit a mobilization plan showing locations for trailers, stockpiles, etc. for coordination with security and approval of the Owner, prior to setting up job site.

#### 1.03 COORDINATION WITH THE INSTITUTION:

- A. The Contractor shall assist the Owner, or his Project Representative in coordinating the various efforts of his own forces and of each subcontractor, with the daily operation of the existing Institution to ensure a harmonious and effective working relationship.
- B. Security of the existing Institution shall not be jeopardized or compromised at any time. Access to any area of the existing Institution shall not be made without advance planning and full coordination with the existing Institution, without accompaniment by correctional officers, and as deemed appropriate by the Warden of the Institution. Any time work is to be done to the existing building, the correctional officers will make every attempt possible to move inmates away from the immediate area. The correctional officers will need twenty-four (24) hours notice of such construction to the existing facility.
- C. No person convicted of a felony shall be employed on this project without the express written permission of the SC Department of Corrections Project Representative and the Institution Warden.

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- D. All workers shall avoid any and all contact with inmates of the institution.
- E. All equipment and materials shall always be under supervision and removed from inside the prison fence perimeter prior to the termination of the work day. Anything missing or mislaid shall be immediately reported to the correctional officers.
- F. All tools brought into the existing detention facility will have to be inventoried before entry and again when leaving to insure tools are not left behind.
- G. Tools, except those in actual use, shall be contained in locked toolboxes at all times. Any lost or missing tools or materials shall be reported immediately to the correctional officers. It shall be understood that the cost of the replacement of all tools and materials shall be the responsibility of the Contractor.
- H. Firearms will not be allowed on the Institution property.
- I. All the regulations including the laws relating to security shall be read to all employees and it shall be the responsibility of the Contractor to see that they are made aware of all these regulations.

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION

#### 3.01 GENERAL INSTALLATION PROVISIONS:

- A. Installer's Inspection of Conditions: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- B. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to the extent that those instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
- C. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Owner for final decision.
- E. Job verify measurements and dimensions of the work, as an integral step in starting each installation

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- F. Install each unit of work during weather conditions and project status that will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.
- G. Coordinate enclosures of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- H. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Owner for final decision.

#### 3.02 CLEANING AND PROTECTION:

- A. General: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration.
- B. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

#### 3.03 MISCELLANEOUS PROVISIONS

- A. Mechanical/Electrical Requirement of General Work: Comply with applicable requirements of the 2012 International Mechanical Code, 2012 Building Code and all applicable state and local codes.
- B. Electrical Requirements: Except as otherwise indicated, comply with applicable provisions of the National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA), for electrical components of general work. Provide Underwriters Laboratories listed and labeled products where applicable.

END OF SECTION

JOB NO.: 12968.03 PROJECT COORDINATION 01050-3

#### SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Use of premises.
  - 4. Owner's occupancy requirements.
  - 5. Work restrictions.
  - 6. Specification formats and conventions.
- B. Related Sections include the following:
  - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Fairfield County Detention Center HVAC Demolition and Renovations.
  - 1. Project Location: 10 Faith Lane, Winnsboro, South Carolina.
  - 1. Owner: Fairfield County Council.
  - 2. Owner's Representative: Ms. Sheila Pickett, 350 Columbia Road, Winnsboro, South Carolina, 29180.
- B. Engineer: Davis & Floyd, Inc., Mr. Jason Eppley, 1319 Hwy. 72/221 East, P.O. Drawer 428, Greenwood, South Carolina, 29648.
- C. The Work consists of the following:
  - 1. The Work consists of the demolition of an existing metal ceiling in the shower area of the Fairfield Detention Center. New ductwork, new fire dampers, new exhaust grilles, and a new exhaust fan will be installed. A new lath and cement plaster ceiling will be installed in the shower area along with a removable stainless steel bulkhead that will cover the new ductwork. The new ceiling will be painted.

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#### 1.4 TYPE OF CONTRACT

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

#### 1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: This is an occupied detention facility. Additional security measures such as daily tool inventories and searches will be required.
  - 2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

#### 1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Owner's designated representative will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  - 2. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On

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

#### 1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
  - 1. Additional Working Hours: Work may take place during additional working hours to facilitate completion of the project. Schedule shall be coordinated with the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than seven calendar days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.

#### 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

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

#### 1.9 RELATIONSHIP OF DOCUMENTS

A. These contract documents are <u>complementary</u> in that it shall be regarded that any item of construction, which is called for on any drawing or specification, shall be as if called for by all construction documents. The SOLE responsibility for division of work by trade or subcontract rests with the GENERAL CONTRACTOR. Items shown in one (any) view shall be as if called for by all views regardless of the scale of the drawing where item is shown. No item may be omitted, lack completeness or diminished in any way due to its being shown on one letter referenced group of drawings (G, A, C, K, S, M, P, E, etc.) and not on other groups of letter referenced drawings. This statement defines the intent of these documents as regards to AIA document A201 General Conditions and shall be enforced as written here.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

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

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

JOB NO.: 12968.03 CONTRACT MODIFICATION PROCEDURES 012600 - 1

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

#### 1.5 CHANGE ORDER PROCEDURES

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

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

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

JOB NO.: 12968.03 CONTRACT MODIFICATION PROCEDURES 012600 - 2

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

JOB NO.: 12968.03 CONTRACT MODIFICATION PROCEDURES

#### SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

### 1.3 DEFINITIONS

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

### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Owner's designated representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:

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- a. Project name and location.
- b. Name of Owner's designated representative.
- c. Owner's designated representative's project number.
- d. Contractor's name and address.
- e Date of submittal
- 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- 6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owner's designated representative and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

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- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner's designated representative will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Owner's designated representative by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers
  - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of building permits.
  - 10. Initial progress report.

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- 11. Report of preconstruction conference.
- 12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

DATE: 9/13

JOB NO.: 12968.03

#### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
  - 3. Requests for Interpretation (RFIs).

### 1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

## 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

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- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Startup and adjustment of systems.
  - 8. Project closeout activities.

### 1.5 SUBMITTALS

- A. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copy of the list in the control booth of the detention facility as well as the director of the detention facility. Keep list current at all times.

#### 1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner, and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

- 2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Critical work sequencing and long-lead items.
  - c. Designation of key personnel and their duties.
  - d. Procedures for processing field decisions and Change Orders.
  - e. Procedures for RFIs.
  - f. Procedures for testing and inspecting.
  - g. Procedures for processing Applications for Payment.
  - h. Distribution of the Contract Documents.
  - i. Submittal procedures.
  - j. Preparation of Record Documents.
  - k. Use of the premises and existing building.
  - 1. Work restrictions.
  - m. Owner's occupancy requirements.
  - n. Responsibility for temporary facilities and controls.
  - o. Construction waste management and recycling.
  - p. Parking availability.
  - q. Office, work, and storage areas.
  - r. Equipment deliveries and priorities.
  - s. First aid.
  - t. Security.
  - u. Progress cleaning.
  - v. Working hours.
- 3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Possible conflicts.
    - i. Compatibility problems.
    - j. Time schedules.
    - k. Weather limitations.
    - 1. Manufacturer's written recommendations.
    - m. Warranty requirements.

- n. Compatibility of materials.
- o. Acceptability of substrates.
- p. Temporary facilities and controls.
- q. Space and access limitations.
- r. Regulations of authorities having jurisdiction.
- s. Testing and inspecting requirements.
- t. Installation procedures.
- u. Coordination with other work.
- v. Required performance results.
- w. Protection of adjacent work.
- x. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.

- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.
- 3. Minutes: Record the meeting minutes.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## 1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Contractor.
  - 4. Name of Architect.
  - 5. RFI number, numbered sequentially.
  - 6. Specification Section number and title and related paragraphs, as appropriate.
  - 7. Drawing number and detail references, as appropriate.
  - 8. Field dimensions and conditions, as appropriate.
  - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 10. Contractor's signature.
  - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly with pay application. Software log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

JOB NO.: 12968.03 PROJECT MANAGEMENT AND COORDINATION

#### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

#### PART 2 - PRODUCTS

## 2.1 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.2 EQUIPMENT

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

#### PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

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## 3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

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- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking on owner's property.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

## 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

JOB NO.: 129638.03 TEMPORARY FACILITIES AND CONTROLS 015000 - 3

# PART 1 GENERAL

## **RELATED DOCUMENTS**

<u>GENERAL</u>: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, material, equipment, and services indicated on the Drawings or specified herein or reasonably necessary for and incidental to a complete lob.

## DESCRIPTION OF WORK

<u>GENERAL</u>: The work includes providing of all lath and plaster throughout the project as shown on the Drawings or in Schedules. Lathing includes bases for thick coat plastering and mortar beds, and metal support systems to receive lathing and similar applied sheet materials. Plastering is Portland cement plaster. Work also includes painting exposed interior plaster surfaces as shown on the Drawings.

# **QUALITY ASSURANCE**

<u>ALLOWABLE TOLERANCES</u>: For flat surfaces do not exceed 1/8" in 8' 0" for bow warp, plump or level, including surfaces to receive applied finishes (tile etc.).

<u>REFERENCED STANDARDS</u>: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

ANSI A42. 2	Specifications for Portland Cement and Portland Cement Lime Plastering, Exterior (Stucco) and Interior
ANSI A42. 3	Specifications for Lathing and Furring for Portland Cement and Portland Cement Lime Plastering, Exterior (Stucco) and Interior
ASTM A525	Specification for General Requirements for Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process
ASTM C150	Standard Specification for Portland Cement

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ASTM C645 Non Load (Axial) Bearing Steel Studs, Runners (Track),

and Rigid Furring Channels for Screw Application of

Gypsum Board

ASTM C926 Standard Specifications for Application of Portland Cement

Based Plaster

## **SUBMITTALS**

<u>MANUFACTURER'S DATA: PLASTER</u>: For information only, copies of the manufacturer's product specifications and installation instructions for each material, and include other data as may be required to show compliance with these specifications.

Install a system which will provide a safety factor of 4 times the design weight of the completed plaster and backup work. Obtain approval of the Engineer for system and design weight proposed before proceeding with the work.

# **SAMPLES**

<u>GENERAL</u>: Provide for review and approval, 3, 12" x 12" sample roof sections. Finish cement plaster work shall match the approved sample.

## PRODUCT DELIVERY AND STORAGE

<u>LATH:</u> Protect lath and metal support materials from rusting and damage. Deliver in manufacturer's unopened containers or bundles, identified with name, brand type and grade. Store inside in a dry, ventilated space.

<u>PLASTER:</u> Except for sand and water, deliver materials to the site in sealed containers or bags fully identified with manufacturer's name, brand, type, and grade. Store materials in a dry, well ventilated space, under cover and off the ground.

## JOB CONDITIONS

<u>GENERAL</u>: Protect contiguous work from soiling, spattering, moisture deterioration and other harmful effects which might result from plastering.

<u>TEMPORARY HEAT AND VENTILATION</u>: Comply with ASTM C 926 as applicable to the work.

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# PART 2 PRODUCTS

MANUFACTURER'S RECOMMENDATIONS: Except where otherwise indicated, including the requirements of governing regulations and applicable standards, provide the type weight, grade and finish of materials, and include for each system the clips fasteners, ties, reinforcing, stiffeners, shoes, tracks, hangers, brackets anchors, accessories and trim as recommended by the manufacturer for the application indicated.

<u>FURRING CHANNELS</u>: Rolled hot dipped galvanized steel channels, cold rolled type with a minimum weight per thousand linear feet of not less than 300 pounds for 3/4 inch size and not less than 475 pounds for 1 1/2 inch size.

<u>HANGERS</u>: Galvanized steel wire of minimum size to comply with requirements of ANSI A42.3 for the maximum ceiling areas to be supported in the work.

<u>WIRE TIES</u>: Soft annealed galvanized steel wire, not less than 16 gauge for tieing furring channels to runner channels and not less than 18 gauge for other ties.

EXPANDED METAL LATH: Comply with ASTM C847. Provide galvanized metal lath with G60 coating in accordance with ASTM A525, weighing not less than 3.4 pounds per square yard.

CEILINGS AND SOFFITS: Diamond mesh lath.

<u>ACCESSORIES</u>: Fabricate metal accessories from hot dipped galvanized metal. Provide external corner beads, casing beads, control joints, corner reinforcing and strip reinforcing as indicated and as required for a complete installation.

## STEEL CEILING FRAMING

<u>GENERAL</u>: Steel framing members and accessories shall be hot-dipped galvanized in accordance with ASTM C 645.

## PORTLAND CEMENT PLASTER

GENERAL: Provide materials complying with ANSI A42.2.

BASE COAT CEMENT: Portland Cement, ASTM C150, Type I or IA.

<u>PREPARED FINISH COAT</u>: Factory prepared finish for Portland cement plaster, type recommended by the manufacturer for finish indicated.

FINISH: Smooth trowel.

PAINT: Provide the following finish coats for interior plaster ceilings. Basis of Design is Sherwin Williams:

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1<sup>st</sup> Coat: Sherwin Williams Wall and Wood Primer, B28W09 Series (2 mils dry)

2<sup>nd</sup> Coat: Sherwin Williams Promar 200 Zero VOC Latex Eg-Shel, B20W02 Series (1.6

mils DFT)

3<sup>rd</sup> Coat: Sherwin Williams Promar 200 Zero VOC Latex Eg-Shel, B20W02 Series (1.6

mils DFT)

<u>WATER</u>: Suitable for domestic consumption, and free of mineral and organic substances that affect the hardening and durability of the plaster.

# PART 3 EXECUTION

# INSPECTION AND COORDINATION

<u>INSPECTION</u>: Examine the areas and surfaces which are to receive plaster, grounds and other accessories which act as grounds or screeds, and notify the Architect in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

<u>COORDINATION</u>: Coordinate work with the work of the other trades to ensure that inserts and other structural anchorage provisions have been installed.

## INSTALLATION OF LATH

<u>GENERAL</u>: Comply with manufacturer's installation instructions and recommendations where other more stringent requirements are not indicated.

<u>ISOLATION</u>: Where lathing and metal support system abuts building structure horizontally, and where partition/wall work abuts overhead structure, isolate the work from structural movement sufficiently to prevent transfer of loading into the work from the building structure.

Install slip or cushion type joints to absorb deflections but maintain lateral support.

Frame both sides of control and expansion joints independently, and do not bridge joints with furring and lathing or accessories.

<u>FIXTURE SUPPORT FRAMING</u>: Install supplementary framing, blocking and bracing where work is indicated to support fixtures, equipment, services, casework, heavy trim and furnishings and similar work requiring attachment and support.

<u>WIRE TIEING</u>: Except as otherwise indicated, tie interior furring with 16 gauge or double 18 gauge wire, tie interior lath with 18 gauge wire, tie exterior furring with 14 gauge or double 16 gauge wire, and tie exterior lath with 16 gauge wire.

SPLICING MEMBERS: Splice runner and furring members by lapping and wire-tie, screw or

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bolt lap. Lap 12 inches, except members 3/4 inch and smaller may be lapped 8 inches. Lap light gauge studs 12 inches and install screws. Interlock flanges near each end of lap. Splice plastering accessories by use of concealed splines, anchored to prevent offsets.

<u>CEILING SUSPENSION</u>: Space  $1\frac{1}{2}$ " runner channels 4' 0" o.c. maximum; and space hangers along channels 4' 0" o.c., maximum.

Secure hangers to channels and to building structure only. Secure with approved metal hanger clips or other approved method. Level runner channels to a tolerance of 1/8" in 12'-0".

<u>METAL FRAMING AND FURRING</u>: Space <sup>3</sup>/<sub>4</sub>" furring members 16" o.c. minimum, except as otherwise indicated.

<u>METAL LATHING</u>: Install metal lath by wire tieing, nailing or clipping to supports or substrate in the manner indicated and in accordance with industry standards.

Nail self-furring diamond mesh directly to masonry and concrete substrates where shown for direct plaster applications.

## **INSTALLATION OF PLASTER**

<u>GENERAL</u>: Comply with ANSI A42.1, A42.2 and ASTM C926 and with manufacturer's instructions which are more detailed or more stringent. Mechanically mix plaster materials at the project site; do not hand mix except where small amounts are needed, using less than one bag of plaster material. Sequence plaster installation properly with the installation and protection of other work, so that neither will be damaged by the installation of the other.

Apply 5/8 inch thicknesses in accordance with ASTM C 696. unless otherwise indicated; comply with ANSI standards if not otherwise indicated or required for fire resistance ratings.

Provide 3 coat cement plaster application in accordance with ASTM C 926.

Apply skim coat plaster with a minimum thickness scratch leveling coat and a normal minimum thickness finish coat.

Cure Portland cement plaster in accordance with ASTM C 926.

PAINTING: New plaster to be coated shall have an instrument-measured moisture content of not more than 8 percent. Wash plaster with a solution of 1-pint household vinegar to 1-gallon water as recommended by the paint manufacturer.

Apply paint to minimum thickness as listed in "Part 2 – Products".

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## CUTTING AND PATCHING

<u>GENERAL</u>: Cut, patch, point up and repair plaster as necessary to accommodate other work and to restore cracks, dents and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry outs, efflorescence, sweat outs and similar defects, including areas of the work which do not comply with specified tolerances and where bond to the substrate has failed.

Prepare surfaces by this work and touch-up paint to match, with coating systems specifically listed by paint manufacturer for use on each substrate.

# **CLEANING AND PROTECTION**

<u>GENERAL</u>: Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows and other surfaces which are not to be plastered. Repair floors, walls and other surfaces which have been stained, marred or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers and equipment and clean floors of plaster debris.

Advise the Owner and General Contractor of requirements for the protection of plaster from deterioration and damage during the remainder of the construction period.

(End of Section 09180)

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