

# Lyon & Associates, LLC

Roofing and Waterproofing Consultants

CRF DM Library Annex

Roof Replacement

State Project #: H27-6094

USC Project #: CP00336851

Prepared for:  
Facilities Planning and Construction  
University of South Carolina  
743 Greene Street  
Columbia, SC 29201

Prepared by:  
Lyon & Associates, LLC  
2133 Freshly Mill Road  
Irmo, SC 29063  
(803) 575-843

Date of Issue: May 14, 2012  
Mandatory Pre-bid: May 30th, 10 AM  
Location: Conference Room #53, 743 Greene Street, Columbia SC 29208  
Bid Due Date: June 12, 2012, 2:00 PM  
Location: Conference Room #53, 743 Greene Street, Columbia SC 29208



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**PROJECT NAME:** CRF DM Library Annex Roof Replacement

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**ROOF PLANS (11 x 17)**

Sheet 1 of 4: Roof Plan

Sheet 2 of 4: Roof Crickets and Drain Sump Plan

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Note: The pages of each section are numbered independently and the total number of pages of each section is provided in this "Table of Contents". Each section is concluded with an "End of Section" statement. It is the Contractor's responsibility to verify that specifications received for bidding and/or construction are complete in accordance with this "Table of Contents"; no additional compensation will be allowed the Contractor due to belated discovery of missing pages.

END OF SECTION



**SE-310**  
**REQUEST FOR ADVERTISEMENT**

**PROJECT NAME:** CRF DM Library Annex Roof Replacement

**PROJECT NUMBER:** H27-6094

**PROJECT LOCATION:** 750 Hinton Stree, Columbia SC 29203

Contractor may be subject to performance appraisal at close of project

**BID SECURITY REQUIRED?** Yes  No

**PERFORMANCE & PAYMENT BONDS REQUIRED?** Yes  No

**CONSTRUCTION COST RANGE:** \$220,000 to \$280,000

**DESCRIPTION OF PROJECT:** Removal and replacement of existing low slope roofing system

**A/E NAME:** Lyon and Associates, LLC

**A/E CONTACT:**Rob Lyon

**A/E ADDRESS:** Street/PO Box:2133 Freshly Mill Road

City: Irmo

State: SC ZIP: 29063-8253

**EMAIL:** roblyon@lyonandassociates.net

**TELEPHONE:** (803) 575-0843

**FAX:** (866) 521-6257

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

**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** purchasing.sc.edu

**PLAN DEPOSIT AMOUNT:** N/A **IS DEPOSIT REFUNDABLE:** Yes  No

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

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

The award, soliciation and any amendments will be posted to http://purchasing.sc.edu.

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

**DATE:** 5/30/2012 **TIME:** 10:00AM **PLACE:** Conference Room #53, 743 Greene Street, Columbia SC

**AGENCY:** Facilities Planning and Construction, University of South Carolina

**NAME OF AGENCY PROCUREMENT OFFICER:** Juaquana Brookins

**ADDRESS:** Street/PO Box:743 Greene Street

City: Columbia

State: SC ZIP: 29208-

**EMAIL:** jbrookin@fmc.sc.edu

**TELEPHONE:** (803) 777-3596

**FAX:** (803) 777-7334

**BID CLOSING DATE:** 6/12/2012 **TIME:** 2:00 PM **LOCATION:** Conference Room #53, 743 Greene Street, Columbia SC

**BID DELIVERY ADDRESSES:**

**HAND-DELIVERY:**

Attn: Juaquana Brookins

Business and Finance, USC

743 Greene Street

Columbia, SC 29208

**MAIL SERVICE:**

Attn: Juaquana Brookins

Business and Finance, USC

743 Greene Street

Columbia, SC 29208

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

**APPROVED BY** *(Office of State Engineer):* \_\_\_\_\_

**DATE:** \_\_\_\_\_





AIA DOCUMENT A701-1997  
"INSTRUCTIONS TO BIDDERS"  
IS AVAILABLE FOR REVIEW  
AT THE OFFICE OF  
LYON & ASSOCIATES, LLC

Lyon & Associates, LLC  
2133 Freshly Mill Road  
Irmo, SC 29063  
(803) 575-0843



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

2011 Edition

**OWNER:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**PROCUREMENT OFFICER:** \_\_\_\_\_

**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

**2. MODIFICATIONS TO A701-1997**

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

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

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

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

**2.4.** *In Section 2.1.1:*

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

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

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

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

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

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

**2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

**2.3 DRUG FREE WORKPLACE**

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

**2.4 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

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

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

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

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

## **2.5 ETHICS CERTIFICATE**

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

## **2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS**

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

**2.7. Delete Section 3.1.1 and substitute the following:**

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

**2.8.** *Delete the language of Section 3.1.2 and insert the word "Reserved."*

**2.9.** *In Section 3.1.4, delete the words "and Architect may make" and substitute the words "has made."*

**2.10.** *Insert the following Section 3.1.5*

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

**2.11.** *In Section 3.2.2:*

*Delete the words "and Sub-bidders"*

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

**2.12.** *In Section 3.2.3:*

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

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

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

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

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

**2.14.** *Delete Section 3.3.2 and substitute the following:*

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

**2.15.** *Delete Section 3.4.3 and substitute the following:*

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

**3.16.** *Insert the following Sections 3.4.5 and 3.4.6:*

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

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

Addendum will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.html](http://www.scemd.org/scgovweb/weather_alert.html)

**2.17.** *In Section 4.1.1, delete the word “forms” and substitute the words “SE-330 Bid Form.”*

**2.18.** *Delete Section 4.1.2 and substitute the following:*

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

**2.19.** *Delete Section 4.1.3 and substitute the following:*

**4.1.3** Sums shall be expressed in figures.

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

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

**2.21.** *Delete Section 4.1.5 and substitute the following:*

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

**2.22.** *Delete Section 4.1.6 and substitute the following:*

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

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

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

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

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

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

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

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

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

**4.2.3** By submitting a bid bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by

the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

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

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

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

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

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

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

**2.30. Delete Section 4.4.2 and substitute the following:**

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

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

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

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

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

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

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

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

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

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

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



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

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

**6.1 CONTRACTOR'S RESPONSIBILITY**

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

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

**2.36.** Insert the following Section 6.3:

**6.3 CLARIFICATION**

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

**2.37.** Delete the language of Sections 6.3.2, 6.3.3, and 6.3.4 and insert the word "Reserved" after each Section Number.

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

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

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

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

**2.41.** Delete Section 7.2.1 and substitute the following:

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

**2.42.** Delete the language of Section 7.2.2 and insert the word "Reserved."

**2.43.** Delete the language of Article 8 and insert the following:

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

**2.44. Insert the following Article 9:**

**ARTICLE 9 MISCELLANEOUS**

**9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING  
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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

**9.2 CONTRACTOR LICENSING**

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

**9.3 SUBMITTING CONFIDENTIAL INFORMATION**

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

**9.4 POSTING OF INTENT TO AWARD**

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

**Room or Area of Posting:** \_\_\_\_\_

**Building Where Posted:** \_\_\_\_\_

**Address of Building:** \_\_\_\_\_

**WEB site address (if applicable):** \_\_\_\_\_

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

**9.5 PROTEST OF SOLICITATION OR AWARD**

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

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

(a) by email to [protest-ose@mmo.state.sc.us](mailto:protest-ose@mmo.state.sc.us),

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

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

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

**9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE**

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

**9.7 BUILDER'S RISK INSURANCE**

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

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

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

**§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF DOCUMENT**



AIA DOCUMENT A310  
"BID BOND"  
IS AVAILABLE FOR REVIEW  
AT THE OFFICE OF  
LYON & ASSOCIATES, LLC

Lyon & Associates, LLC  
2133 Freshly Mill Road  
Irmo, SC 29063  
(803) 575-0843



**BID FORM  
SE-330**

2011 Edition

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

**BID SUBMITTED BY:** \_\_\_\_\_  
(Bidder's Name)

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

**FOR PROJECT:** H27-6094 CRF DM Library Annex Roof Replacement  
(Number) (Name)

**OFFER**

§ 1. In response to the Invitation for Construction Bids and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

Bid Bond with Power of Attorney     Electronic Bid Bond     Cashier's Check  
(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

**ADDENDUM No:** \_\_\_\_\_

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

**§ 6.1 BASE BID WORK (as indicated in the Bidding Documents and generally described as follows):**

Removal of existing roof system and replacement with three ply built-up and Class "A" fire rated modified bitumen, mineral surfaced cap sheet.

\$ \_\_\_\_\_, which sum is hereafter called the Base Bid.

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

**ALTERNATE #1** (Brief Description): N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**ALTERNATE #2** (Brief Description): N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**ALTERNATE #3** (Brief Description): N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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



## BASE BID AGREEMENT

1. Portion of Base Bid as defined in Technical Specifications and Drawings:

LS \$ \_\_\_\_\_

2. Portion of Base Bid as defined in Unit Prices (Page BF-1C) and mentioned in Scope of Work:

LS \$ \_\_\_\_\_

3. Base Bid (Total of Lines 1 and 2 above):

LS \$ \_\_\_\_\_

which sum is hereafter called the **BASE BID** and is inserted in paragraph 6.1, page BF-1

**UNIT PRICES TO BE INCLUDED IN BASE BID**

It is anticipated the following work items and amounts may be required on this project. These items and amounts are not included in the Technical Specifications and Drawings documents. These work items shall conform to referenced standards in the Technical Specifications. If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities.

Related Sections: "012200 - UNIT PRICES", "053100 - STEEL DECKING", and "061053 - MISCELLANEOUS ROUGH CARPENTRY"

- A. Steel deck replacement.  
200 SF @ \$\_\_\_\_\_/SF = \$\_\_\_\_\_(LS)
  
- B. Steel Deck Rehabilitation  
100 SF @ \$\_\_\_\_\_/SF = \$\_\_\_\_\_(LS)
  
- C. Steel Plate Installation  
50 SF @ \$\_\_\_\_\_/SF = \$\_\_\_\_\_(LS)
  
- D. Wood nailer replacement  
100 BF @ \$\_\_\_\_\_/BF = \$\_\_\_\_\_(LS)

Total Unit Prices to be included in BASE BID

(Enter "Total Unit Prices" amount on line 2, Page BF-1B) = \$\_\_\_\_\_(LS)



## **INSTRUCTIONS FOR SUBCONTRACTOR LISTING**

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

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

**§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES**

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner and Bidder shall substantially complete the Work within 120 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$ 200.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

**§ 10. AGREEMENTS**

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

**§ 11. ELECTRONIC BID BOND**

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

---

*(Electronic Bid Bond Number)*

---

*(Signature and Title)*

**BID FORM  
SE-330**

2011 Edition

**BIDDER'S TAXPAYER IDENTIFICATION**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: \_\_\_\_\_

*OR*

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

*Classification(s) & Limits:* \_\_\_\_\_

*Subclassification(s) & Limits:* \_\_\_\_\_

*SC Contractor's License Number(s):* \_\_\_\_\_

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

**SIGNATURE**

\_\_\_\_\_  
*(Legal Name of Person, Firm or Corporation Submitting Bid)*

\_\_\_\_\_  
*(Mailing Address for the above)*

BY: \_\_\_\_\_  
*(Signature)*

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

AIA DOCUMENT A101-2007  
"STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND CONTRACTOR"  
IS AVAILABLE FOR REVIEW  
AT THE OFFICE OF  
LYON & ASSOCIATES, LLC

Lyon & Associates, LLC  
2133 Freshly Mill Road  
Irmo, SC 29063  
(803) 575-0843





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

2011 Edition

**OWNER:** University of South Carolina, Facilities Planning and Construction

**PROJECT NUMBER:** H27-6094

**PROJECT NAME:** CRF DM Library Annex Roof Replacement

## 1. STANDARD MODIFICATIONS TO AIA A101-2007

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

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

## 2. MODIFICATIONS TO A101

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

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

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

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

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

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

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

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

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

**2.6.** *In Section 5.1.1, Insert the following after the phrase “Subject to other provisions of the Contract Documents”:*

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

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

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

- 2.7. *In Section 5.1.8, delete the word “follows” and the colon and substitute the following:*  
set forth in S.C. Code Ann. § 11-35-3030(4).
- 2.8. *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”*
- 2.9. *In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.*
- 2.10. *Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section.*
- 2.11. *Delete the language of Section 8.2 and substitute the word “Reserved.”*
- 2.12. *In Section 8.3, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*
- 8.3.1** Owner designates the individual listed below as its Senior Representative (“Owner's Senior Representative”), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:
- Mr. Dale Branham  
Manager, Maintenance Support Group  
743 Greene Street  
Columbia, SC 29208  
Telephone: 803-777-1288 / Fax: (803) 777-7334
- 8.3.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:
- Mr. Dale Branham  
Manager, Maintenance Support Group  
743 Greene Street  
Columbia, SC 29208  
Telephone: 803-777-1288 / Fax: (803) 777-7334
- 2.13. *In Section 8.4, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*
- 8.4.1** Contractor designates the individual listed below as its Senior Representative (“Contractor's Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:
- Name: N/A  
Title: N/A  
Address: N/A  
Telephone: N/A  
Fax: N/A  
Email: N/A

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

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

Name: N/A  
Title: N/A  
Address: N/A  
Telephone: N/A  
Fax: N/A  
Email: N/A

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

**8.6.1** The Architect's representative:

Rob Lyon  
Registered Roof Consultant  
Lyon & Associates, LLC  
2133 Freshly Mill Road  
Irmo, SC 29063  
O: (803) 575-0843 / F: (803) 866-521-6257 / Email: roblyon@lyonandassociates.net

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

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

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

**END OF DOCUMENT**



AIA DOCUMENT A201-1997  
"GENERAL CONDITIONS OF THE CONTRACT FOR  
CONSTRUCTION"  
IS AVAILABLE FOR REVIEW  
AT THE OFFICE OF  
LYON & ASSOCIATES, LLC

Lyon & Associates, LLC  
2133 Freshly Mill Road  
Irmo, SC 29063  
(803) 575-0843



# OSE FORM 00811 STANDARD SUPPLEMENTARY CONDITIONS

2011 Edition

**OWNER:** \_\_\_\_\_  
**PROJECT NUMBER:** \_\_\_\_\_  
**PROJECT NAME:** \_\_\_\_\_

## 1 GENERAL CONDITIONS

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

## 2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

## 3 MODIFICATIONS TO A201-1997

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

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

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

**3.3** *Add the following Section 1.1.9:*

### 1.1.9 NOTICE TO PROCEED

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

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

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

**3.5** *Delete Section 1.5.1 and substitute the following:*

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

**3.6** *Delete Section 2.1.1 and substitute the following:*

**2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall

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have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.2. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative. [Reference § 8.2 of the Agreement.]

**3.7** *Delete Section 2.1.2 and substitute the following:*

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

**3.8** *Delete Section 2.2.3 and substitute the following:*

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

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

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

**3.10** *Delete Section 2.2.5 and substitute the following:*

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

**3.11** *Add the following Sections 2.2.6 and 2.2.7:*

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

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

**3.12** *Delete Section 2.4 and substitute the following:*

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

**3.22** *Delete Section 3.9.2 and substitute the following:*

**3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in

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writing stating (1) whether the Owner has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

**3.24** *Delete Section 3.10.3 and substitute the following:*

**3.10.3** Additional requirements, if any, for the construction schedule are as follows:  
(Owner initial if applicable to this contract)

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

**3.25** *Add the following Section 3.10.4:*

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

**3.26** *Add the following Section 3.12.5.1:*

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

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

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

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

**3.29** *Add the following Sections 3.13.2 and 3.13.3:*

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

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

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

including loss of use resulting therefrom,

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

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

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

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

**3.38** *Delete Section 4.2.14 and substitute the following:*

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

**3.39** *Delete Section 5.2.1 and substitute the following:*

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

**3.40** *Delete Section 5.2.2 and substitute the following:*

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

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

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

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

**3.43** *Add the following Section 5.2.5:*

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

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

**5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the

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Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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### 3.49 *Delete Section 7.2.1 and substitute the following:*

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

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

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

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

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

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

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

### 3.51 *Delete 7.3.3 and substitute the following:*

#### **7.3.3 PRICE ADJUSTMENTS**

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

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

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

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### 3.52 *Delete Section 7.3.7 and substitute the following:*

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

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

### 3.53 *Delete Section 7.3.8 and substitute the following:*

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

### 3.54 *Add the following Sections 7.5 and 7.6:*

#### **7.5 AGREED OVERHEAD AND PROFIT RATES**

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

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

#### **7.6 PRICING DATA AND AUDIT**

##### **§ 7.6.1 Cost or Pricing Data.**

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

**§ 7.6.2** Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated

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future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

### § 7.6.3 Records Retention.

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

**3.55** *Delete Section 8.2.2 and substitute the following:*

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

**3.56** *Delete Section 8.3.1 and substitute the following:*

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

**3.57** *Insert the following at the end of Section 9.1:*

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

**3.58** *Delete Section 9.2 and substitute the following:*

### 9.2 SCHEDULE OF VALUES

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

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

**9.2.2** Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the



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basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

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

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

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

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

*Insert the following at the end of Section 9.3.2:*

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

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

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

*In the last sentence, delete the third item starting with "(3) reviewed copies" and ending with "Contractor's right to payment,"*

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

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

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

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

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

**3.64** *Delete Section 9.7 and substitute following:*

**9.7 FAILURE OF PAYMENT**

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

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

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

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

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

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

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

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

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

**3.70** *Delete Section 9.10.1 and substitute the following:*

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

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

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

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

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

**3.73** *Delete Section 9.10.5 and substitute the following:*

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

**3.74** Add the following Section 9.10.6:

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

**3.75** *Delete Section 10.3.1 and substitute the following:*

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

**3.76** *Insert the following at the end of Section 10.3.2:*

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

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**3.77** Delete Section 10.3.3 and substitute the following:

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

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

In addition to its obligations under Section 3.18, the

**3.79** Delete the language of Section 10.3.6 and substitute the word “Reserved.”

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

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

**3.81** Delete 11.1.2 and substitute the following:

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

**(1) COMMERCIAL GENERAL LIABILITY:**

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

**(2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**

(a) Combined Single Limit .....	<u>\$1,000,000</u>
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**(3) WORKER’S COMPENSATION:**

(a) State Statutory	
(b) Employers Liability .....	<u>\$100,000</u> Per Acc.
	<u>\$500,000</u> Disease, Policy Limit
	<u>\$100,000</u> Disease, Each Employee

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

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

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

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

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

**3.83** *Delete Section 11.1.4 and substitute the following:*

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

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

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

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

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

**3.87** *Delete Section 11.3.2 and substitute the following:*

**11.3.2 BOILER AND MACHINERY INSURANCE**

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

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**3.88** *Delete Section 11.3.3 and substitute the following:*

### **11.3.3 LOSS OF USE INSURANCE**

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

**3.89** *Delete Section 11.3.4 and substitute the following:*

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

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

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

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

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

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

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

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

**3.94** *Delete Section 11.3.9 and substitute the following:*

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

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

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

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

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

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

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

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

**3.98** *Add the following Sections 11.4.3 and 11.4.4:*

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

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

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

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

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

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

unless otherwise provided in the Contract Documents.

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

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

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**3.103** *Delete Section 13.1 and substitute the following:*

### **13.1 GOVERNING LAW**

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

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

### **13.2 SUCCESSORS AND ASSIGNS**

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

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

### **13.3 WRITTEN NOTICE**

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

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

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

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

Unless expressly provided otherwise,

**3.107** *Add the following Section 13.4.3:*

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

- 1.5** Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5** Warranty
- 3.17** Royalties, Patents and Copyrights
- 3.18** Indemnification
- 7.6** Cost or Pricing Data
- 11.1** Contractor's Liability Insurance
- 11.4** Performance and Payment Bond
- 15.1.6** Claims for Listed Damages
- 15.1.7** Waiver of Claims Against the Architect
- 15.6** Dispute Resolution
- 15.4** Service of Process



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**3.108** *Delete Section 13.6 and substitute the following:*

### **13.6 INTEREST**

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

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

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

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

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

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

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

### **13.10 MINORITY BUSINESS ENTERPRISES**

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

### **13.11 SEVERABILITY**

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

### **13.12 ILLEGAL IMMIGRATION**

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

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### 13.13 SETOFF

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

### 13.14 DRUG-FREE WORKPLACE

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

### 13.15 FALSE CLAIMS

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

### 13.16 NON-INDEMNIFICATION:

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

### 3.111 *Delete Section 14.1.1 and substitute the following:*

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

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

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

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

### 3.113 *In Section 14.1.4, replace the word "repeatedly" with the word "persistently."*

### 3.114 *Delete Section 14.2.1 and substitute the following:*

**14.2.1** The Owner may terminate the Contract if the Contractor

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

### 3.115 *In Section 14.2.2, delete the parenthetical statement " , upon certification by the Initial Decision Maker that*

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*sufficient cause exists to justify such action," immediately following the word "Owner" in the first line.*

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

**3.117** *Add the following Section 14.2.5:*

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

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

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

**3.119** *Delete Section 14.4.1 and substitute the following:*

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

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

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

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

**3.121** *Delete Section 14.4.3 and substitute the following:*

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

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

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

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

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

### **14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE**

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

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

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

**3.124** *Delete Section 15.1.2 and substitute the following:*

**15.1.2 NOTICE OF CLAIMS**

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

**3.125** *Delete Section 15.1.3 and substitute the following:*

**15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

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

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

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

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

**3.128** *Delete Section 15.1.6 and substitute the following:*

**15.1.6 CLAIMS FOR LISTED DAMAGES**

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

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

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

**3.129** *Add the following Section 15.1.7:*

**15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT**

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

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

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

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

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

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

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

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

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

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

#### **15.6 DISPUTE RESOLUTION**

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

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

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

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

**15.6.5 SERVICE OF PROCESS**

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

**3.132** Add the following Article 16:

**ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION**

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

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

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

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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**SE-355**  
**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_

\_\_\_\_\_

*(Insert full name and legal title and address of Contractor)*

hereinafter referred to as "Contractor", and

\_\_\_\_\_

\_\_\_\_\_

*(Insert full name and address of principal place of business of Surety)*

hereinafter called the "surety", are jointly and severally held and firmly bound unto

\_\_\_\_\_

\_\_\_\_\_

*(Insert full name and address of Agency)*

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Insert project Name and Number and Brief Description of Awarded Work)*

in accordance with Drawings and Specifications prepared by \_\_\_\_\_

*(Insert full name and address of A/E)*

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

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

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

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_ (Seal)

By: \_\_\_\_\_

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

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

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

SURETY: \_\_\_\_\_

\_\_\_\_\_ (Seal)

By: \_\_\_\_\_

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

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

(Attach Power of Attorney)

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

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

## Performance Bond

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
- 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to

enforce any remedy available to the Agency.

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

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

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

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

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

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

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

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

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

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

**11. Definitions**

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

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

**SE-357**  
**Labor and Material Payment Bond**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_

*(Insert full name or legal title and address of Contractor)*

hereinafter referred to as "Contractor", and

\_\_\_\_\_

*(Insert full name and address of principal place of business of Surety)*

hereinafter called the "surety", are jointly and severally held and firmly bound unto

\_\_\_\_\_

*(Insert full name and address of Agency)*

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

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

\_\_\_\_\_

*(Insert project Name and Number and Brief Description of Awarded Work, as found on the SE-330, Bid Form)*

in accordance with Drawings and Specifications prepared by \_\_\_\_\_

*(Insert full name and address of A/E)*

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

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

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

CONTRACTOR: \_\_\_\_\_

SURETY: \_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

(Attach Power of Attorney)

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

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

## Labor and Material Payment Bond

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3020(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
  - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
  - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
  - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 5.2 Pay or arrange for payment of any undisputed amounts.
  - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing

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

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

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

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

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

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

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

### 13. DEFINITIONS

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

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

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

USC SUPPLEMENTAL GENERAL CONDITIONS  
FOR CONSTRUCTION PROJECTS

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

9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.
11. For all projects over \$100,000, including IDC' s, an SE-395, Contractor Performance Evaluation, will be completed by the USC Project Manager and reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed and a Construction Performance rating will be established.
12. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least \_\_\_\_\_ times per week. Construction waste must not be placed in University dumpsters. THE CONSTRUCTION SITE MUST BE THOROUGHLY CLEANED WITH ALL TRASH PICKED UP AND PROPERLY DISPOSED OF ON A DAILY BASIS AND THE SITE MUST BE LEFT IN A SAFE AND SANITARY CONDITION EACH DAY. THE UNIVERSITY WILL INSPECT JOB SITES REGULARLY AND WILL FINE ANY CONTRACTOR FOUND TO BE IN VIOLATION OF THIS REQUIREMENT AN AMOUNT OF UP TO \$1,000 PER VIOLATION.
13. **Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until this is completed.**
14. The contractor will comply with all regulations set forth by OSHA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). As requested, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
15. Tree protection fencing is required to protect existing trees and other landscape features to be preserved within a construction area. The limits of this fence will be evaluated for each situation with the consultant, USC Arborist and USC Project Manager. The tree protection fence shall be 5' high chain link fence unless otherwise approved by USC Project Manager. No entry or materials storage will be allowed inside the tree protection zone. A 4" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.
16. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following measures shall be taken: For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over areas impacted. For single loads over 9,000 lbs., two layers of 3/4" plywood is required.
17. For projects requiring heavy loads to cross walks tree root zones or lawns. A construction entry road consisting of 10' X 16' oak logging mates on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep

Updated: July 15, 2011

matting structurally functional.

18. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.

### **Campus Vehicle Expectations**

1. All motorized vehicles on the University campus are expected to travel and park on roadways and/or in parking stalls.
2. All motorized vehicle traffic on USC walkways must first receive the Landscape Manager=s authorization. Violators may be subject to fines and penalties.
3. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
4. Contractors, vendors, and delivery personnel are required to obtain prior parking authorization before parking in a designated space. Violators may be subject to fines and/or penalties. See Item 10 below.
5. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held personally responsible for damages and restoration expense.
6. Vehicle drivers who park on landscape or drives must be able to produce written evidence of need or emergency requiring parking on same.
7. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.
8. All drivers of equipment and vehicles will be respectful of University landscape, equipment, structures, fixtures and signage.
9. All incidents of property damage will be reported to Parking Services or the Work Management Center.
10. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the project manager and contractor agree on how many spaces are needed, the project manager will obtain a placard for each vehicle. This placard must be hung from the mirror of the vehicle, otherwise a ticket will be issued and these tickets cannot be “fixed”. Parking spaces are restricted to work vehicles only; no personal vehicles.





DIVISION 1  
GENERAL REQUIREMENTS



## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Owner-furnished products.
- 4. Access to site.
- 5. Coordination with occupants.
- 6. Work restrictions.
- 7. Specification and drawing conventions.
- 8. Miscellaneous provisions.

- B. Related Requirements:

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

#### 1.3 PROJECT INFORMATION

- A. Project Identification: CRF DM Library Annex Roof Replacement.

- 1. Project Location: 750 Hinton Street, Columbia SC.

- B. Owner: University of South Carolina.

- 1. Owner's Representative: Dale Branham.

- C. Roof Consultant: Lyon & Associates, LLC.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

- 1. Contractor is to verify that all drains and related plumbing are free of debris and free flowing prior to the start of work and at the end of the project. Owner and Consultant are to be notified of any drainage related issues.

2. Remove and dispose of existing mineral surface cap sheet, underlying roof plies, and insulation to vapor barrier on concrete deck (archives area).
3. Remove and dispose of existing mineral surface cap sheet, underlying roof plies, and insulation to steel deck (offices and laboratory areas).
4. Remove and dispose of all existing wall and curb base flashings.
5. Remove and dispose of existing roof to wall expansion joints.
6. Removes and dispose of existing gutters and downspouts.
7. Remove and dispose of existing stack flashing base.
8. Remove and dispose of existing metal coping caps and counter-flashings (counter-flashing receivers are to remain in place and be reused).
9. Replace any deteriorated or warped wood nailers (unit price).
10. Replace any severely deteriorated steel decking (unit price).
11. Rehabilitate steel decking that has surface rust (unit price)
12. Install steel plate over small deck openings as necessary (unit price)
13. Remove and dispose of all existing drain and plumbing vent flashings.
14. Remove and dispose of existing scupper flashings.
15. Repair any damage to roof decks caused by removal of existing roofs.
16. Install 2.5" polyisocyanurate insulation
  - a. Concrete Deck: Adhered in a continuous mopping of no smell asphalt.
  - b. Steel Deck: Mechanically fastened in prescribed manner.
17. Install .75" perlite insulation in continuous mopping of no smell asphalt.
18. Install perlite for 4' x 4' roof drain sumps.
19. Install new drain flashings.
20. Install new plumbing vent flashings.
21. Install three ply asphalt built up roof in continuous moppings of no smell asphalt.
22. Install new surface mounted metal roof to wall expansion joint cover.
23. Install new metal counter-flashings (to existing receivers).
24. Install new stack flashing base.

25. Install new gutters and downspouts
26. Install new metal scupper flashings.
27. Install new wall and curb base flashings.
28. After all roof penetrations have been flashed, install mineral surface modified bitumen cap sheet in cold applied adhesive. All side and end laps are to be heat welded.
29. Install roof walk pads at all roof hatch locations.

B. Type of Contract:

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

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to roofs and designated staging and storage areas..
  2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain the portions of the building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

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

## 1.7 CONTRACTOR'S USE OF PREMISES

- A. The University of South Carolina is a tobacco free campus.
- B. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- C. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.
- D. Contractor is to provide OSHA approved hard hats for all crew members working on the roof. This is mandatory.
- E. Contractor is liable for any damage to the building, building content, and/or occupants resulting from work under this contract. Contractor is to take all necessary precautions to protect the building, its contents and occupants during the construction period.
- F. The building's contents are highly susceptible to damage caused by moisture infiltration. The contractor is to take all reasonable measures roof side, to prevent water from entering the building. Any water entering the building as a result of reroofing operations will cause all work to stop until the moisture entry problem is resolved to the owner's satisfaction.
- G. Contractor is to make site visit(s) during and after rain events to ensure no water has entered the building. Contractor is to be prepared to make temporary repairs on a wet roof surface with materials intended for such use.
- H. Contractor and his personnel are to lock their vehicles and other mechanical or motorized construction equipment when parked and unattended. Do not leave vehicles or equipment with motor running or ignition key in place.
- I. Utilities and Services: The Contractor will be provided water to the extent of the existing sources. The Contractor shall be responsible for any taps or connections that may be needed or desired by him. He is also responsible for getting the service to any location where needed or desired. The contractor will be provided, without charge, reasonable quantities of available utilities, however, if services are abused, they will be withdrawn. The Contractor shall provide temporary portable electric generators for electricity required during construction.
- J. Contractor's Conduct: The following is expressed to the Contractor and he is asked to ensure that all employees, subcontractors, and suppliers are aware of these warnings:
  - 1. No drugs, alcohol, or firearms will be permitted on the Owner's property.
  - 2. There will be no fraternizing with the occupants of the building.
  - 3. The Contractor, subcontractors, and suppliers are to exercise care in the placement and storage of materials and equipment. The Owner is in no way responsible for loss of material and equipment as a result of being left unattended or misplaced.
  - 4. The use of foul, obscene, or abusive language is strictly prohibited on the Owner's property.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.

#### 1.3 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.4 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Roof Consultant for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$4,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

#### 1.3 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Steel Deck Replacement.

1. Description: Removal and replacement of decking deteriorated to the point that it is no longer deemed a suitable substrate for roofing. Replacement in kind, minimum span: bar joist to bar joist.
2. Unit of Measurement: Square feet of deck removed and replaced.

B. Unit Price No. 2: Steel Deck Rehabilitation

1. Wire brushing and rust inhibitive treatment of surface rust on steel deck.
2. Unit of Measurement: Square feet of deck treated.

C. Unit Price No. 3: Steel Plate Installation (for deteriorated steel deck no greater than 13" in diameter)

1. Installation of cantilevered steel plate over deck openings of no greater than 13" in diameter, .057 plate min.
2. Unit of Measurement: Square feet.

D. Unit Price No. 5: Wood Nailer Replacement (follow requirements under Section 061053 - Miscellaneous Rough Carpentry").

1. Description: Removal and replacement of wood nailers that are deteriorated to the point that they are no longer deemed a suitable substrate for roofing.
2. Unit of Measurement: Linear board foot.

END OF SECTION 012200

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

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

#### 1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

#### 1.5 REQUESTS FOR INFORMATION (RFIs)

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

- a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Roof Consultant's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Roof Consultant's action may include a request for additional information, in which case Roof Consultant's time for response will date from time of receipt of additional information.
  3. Roof Consultant's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Roof Consultant in writing within 5 days of receipt of the RFI response.

## 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 Roof Consultant of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Roof Consultant, within three days of the meeting.
- B. Preconstruction Conference: Roof Consultant will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Roof Consultant, but no later than 15 days after execution of the Agreement.
  1. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  2. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  3. Review structural loading limitations of roof deck during and after roofing.
  4. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
  5. Review governing regulations and requirements for insurance and certificates if applicable.
  6. Review temporary protection requirements for roofing system during and after installation.
  7. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
  - b. Designation of key personnel and their duties.
  - c. Lines of communications.
  - 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. Use of the premises.
  - k. Work restrictions.
  - l. Working hours.
  - m. Owner's occupancy requirements.
  - n. Responsibility for temporary facilities and controls.
  - o. Procedures for moisture and mold control.
  - p. Procedures for disruptions and shutdowns.
  - q. Construction waste management and recycling.
  - r. Parking availability.
  - s. Storage areas.
  - t. Equipment deliveries and priorities.
  - u. First aid.
  - v. Security.
  - w. Progress cleaning.
8. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Roof Consultant, but no later than 15 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Roof Consultant, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for delivery of material samples, attic stock, and spare parts.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Coordination of separate contracts.
    - k. Owner's partial occupancy requirements.
    - l. Installation of Owner's furniture, fixtures, and equipment.

- m. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- D. Progress Meetings: Conduct progress meetings at monthly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner and Roof Consultant, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.
      - 14) Status of proposal requests.
      - 15) Pending changes.
      - 16) Status of Change Orders.
      - 17) Pending claims and disputes.
      - 18) Documentation of information for payment requests.
  - 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.



- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

## PART 2 - PRODUCTS

## 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Retain one of first two subparagraphs below if required.
  - 1. All submittals are to be made prior to the preconstruction meeting.
  - 2. Submit electronic submittals via email as PDF electronic files.
- B. Fall Protection Program: Contractor is to submit detailed fall protection plan for approval prior to commencement of work.
  - 1. Submit Fall Protection Plan in the following format:
    - a. PDF electronic file.
- B.** Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Availability and delivery time information.
    - f. Warranties.
  - 4. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Compliance with specified standards.
    - c. Notation of dimensions established by field measurement.
    - d. Relationship and attachment to adjoining construction clearly indicated.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
  4. Submit shop drawings for the following details:
    - a. Surface mounted roof to wall expansion joint cover
    - b. New metal coping cap (show compliance with ANSI/SPRI ES-1)
    - c. New metal counterflashing
    - d. New scupper
    - e. New plumbing vents
    - f. New stack flashing base
    - g. New gutter and downspout
    - h. Intersection of coping cap and roof to wall expansion joint.
    - i. Base flashings at coping locations.
    - j. Base flashings at interior wall locations.
    - k. Base flashings at curb locations.
    - l. Base flashings at roof to wall expansion joint locations.
    - m. Insulation cricket and drain sump plan.
- D. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and is authorized by manufacturer for this specific Project.
- E. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents.

### PART 3 - EXECUTION

#### 3.1 ROOF CONSULTANT'S ACTION

- A. Roof Consultant will review each submittal, make marks to indicate corrections or revisions required, and return it. Roof Consultant will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

FOREMAN'S STATEMENT  
CRF DM LIBRARY ANNEX  
ROOF REPLACEMENT (H27-6094)  
UNIVERSITY OF SOUTH CAROLINA  
750 HINTON STREET

I, \_\_\_\_\_ (Name), an employee of \_\_\_\_\_ (Contractor)  
hereby state that I have my own personal copy of the project specifications and drawings, have  
thoroughly read them and have visited the work site.

By: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION 01330

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Roof Consultant.
- C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

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

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

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

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Roof Consultant. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into

compliance with standards of workmanship established by Contract requirements and approved mockups.

## 1.7 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

- F. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.9 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. **Testing Agency Responsibilities:** Cooperate with Roof Consultant and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Roof Consultant and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- E. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION 014000

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.3 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

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

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

## 3.2 TEMPORARY SANITARY FACILITIES

- A. Contractor is to provide and maintain portable toilet facilities for use by its personnel during the construction period. Facilities are to be maintained in a sanitary condition at all times. Owner will determine location.

## 3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- D. 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.
- E. Contractor is to provide exterior access to roof for his personnel in a manner that meets all local, state, and federal safety regulations. The use of a temporary stair tower may be required if access by ladder does not meet these safety requirements.

## 3.4 FIRE PREVENTION:

- A. Contractor will provide properly sized fire extinguisher(s) for kettle area and a minimum of one fire extinguisher at each area where work with hot materials or an open flame is taking place.
- B. Contractor is to follow fire prevention requirements of authorities having jurisdiction.

3.5 SECURITY AND PROTECTION OF FACILITIES

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Project Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering project storage and staging location.
  - 1. Extent of Fence: As required to enclose project storage and staging area or portion determined sufficient to accommodate construction operations. Temporary lightweight barrier fencing (min. 5' high) is acceptable, construction warning tape is not acceptable.
- D. Asphalt Kettle Enclosure Fence: Contractor shall provide temporary chain link fencing with a lockable gate to enclose kettle and lp gas tank. Fence must be a minimum of 5' high. At the end of each work day, all ports and openings in the kettle are to be locked. The lp gas tank valve is to be turned off and locked.
- E. Ladders are to be taken down at the end each work day and securely stored.
- F. All construction related debris is to be picked up and placed in the contractor's waste container at the end of each working day.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Remove each temporary facility when need for its service has ended.

END OF SECTION 015000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Progress cleaning.
  - 2. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

#### 1.3 QUALITY ASSURANCE

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

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions:
  - 1. Examine walls and roofs for suitable conditions where products and systems are to be installed.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

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

### 3.2 PREPARATION

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

### 3.3 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
- B. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Waste Disposal: Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." Section 017419 "Construction Waste Management and Disposal."
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- I. Contractor shall inspect roof drainage system and ensure all drains are open and free flowing.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

## SECTION 017400 - WARRANTIES AND BONDS

### 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. Upon completion of the work and prior to the final payment, the Contractor shall submit the following items to the Consultant:
  - 1. Copies of all manufacturers' punch lists and documentation of completion.
  - 2. Copies of all punch lists prepared by the Consultant and documentation of completion.
  - 3. Manufacturer's statement that the project has been inspected by the manufacturer's authorized representative and is suitable for warranty.
  - 4. Manufacturer's special labor and material warranty to Owner.
  - 5. Contractor's warranty to Owner

#### 1.3 RELATED SECTIONS

- A. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
- B. Section 075216 "SBS Modified Bituminous Membrane Roofing".

#### 1.4 WARRANTIES AND BONDS

- A. Comply with the General Conditions of the Contract concerning warranties and bonds. The Contractor shall agree that the work covered under this Contract shall remain free from any water penetration and physical defects caused by defective workmanship or materials for a period of 2 years from the date of final acceptance by Owner.
- B. Emergency repairs to defects and leaks shall be performed within two working days of receiving notice from Owner. As soon as weather permits, permanent repairs and restoration of affected areas shall be accomplished in a manner in conformance with the original Contract requirements. This work shall be done without additional cost to the Owner, except if it is determined that such leaks and defects were caused by abuse, lightning, hurricane, tornado, hail storm, or other unusual phenomena.
- C. In addition, the Contractor and Owner's representative shall conduct an inspection approximately 30 days prior to the end of the Contractor's warranty to determine the present physical condition of the roofing system. The Owner's representative shall then submit a written



report as to the findings of this inspection. The Roofing Contractor, at his own expense, shall repair any defects covered under the scope of this contract.

- D. The warranties shall also state that the Owner has the right, at any time during the two (2) year Contractor's warranty period and the Manufacturer's warranty period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the the first two years of the warranty period shall be borne by the Contractor and action by the Owner shall not invalidate the warranty.
- E. Upon completion of the work, and before final payment, Contractor shall furnish Owner a ROOFING SYSTEM GUARANTEE with flashing and roof insulation endorsement covering all workmanship and materials issued by the roofing materials manufacturer for a period of 20 years from date of acceptance by Owner. Warranty shall include No Dollar Limit (NDL) or No Penal Sum language to describe coverage. The Contractor's warranty shall neither replace or negate any agreement furnished by the manufacturer.
- F. Starting dates of all warranties shall be the date of the final inspection and Owner acceptance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**(CONTRACTOR'S LETTERHEAD)  
TWO YEAR WARRANTY**

Known all men by these presents, that we, (Contractor), having installed insulation, roofing, flashing, and sheet metal work, and having accomplished certain other work on the CRF DM Library Annex Roof Replacement (State Project No. H27-6094) under contract between the University of South Carolina and (Contractor), warrant to the University of South Carolina with respect to said work that for a period of two years from date of final acceptance of said work, the roofing system including three ply asphalt BUR with Fire Rated granular surface modified bitumen cap sheet, membrane flashings, sheet metal flashings, new roof insulation and overlay and protection boards, new sheet expansion joint shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

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

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

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

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

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

CONTRACTOR:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_  
President (Owner)

\_\_\_\_\_  
Notary Public

END OF SECTION 17400

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 WASTE CONTAINMENT

- A. Contractor will provide a waste container of adequate size to contain all demolition waste.
- B. Contractor may use dump truck in lieu of dumpster provided all demolition waste is properly contained.

3.2 DISPOSAL OF WASTE

- A. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 5 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Submit closeout submittals specified in individual Sections, including specific warranties, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 5 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Terminate and remove temporary facilities from Project site.
  - 2. Complete final cleaning requirements, including touchup painting.

3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Roof Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Roof Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Roof Consultant, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

### 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment.
  2. Certified List of Incomplete Items: Submit certified copy of Roof Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Roof Consultant. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Roof Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Roof Consultant will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of incomplete items and items needing correction and the area of roof affected.
1. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Roof Consultant will return annotated file.

### 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Roof Consultant for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Submit properly executed warranties within 15 days of of roof system manufacturer's final acceptance.

### 1.8 WARRANTIES AND BONDS

- A. Refer to Section 1740 "Warranties and Bonds", for requirements.
- B. Final payment will be made to the Contractor only after 2 copies of the warranties and guarantees have been submitted and the roofing system manufacturer acknowledges that all project related invoices have been paid. All such documents are to show the project name, location and Owner's name.

### 1.9 CLOSEOUT FORMS

- A. Final payment will be made to the Contractor only after the following forms have been submitted:
  - 1. Certificate of Substantial Completion, AIA G704
  - 2. Release of Waivers of Liens from subcontractors and suppliers.
  - 3. Contractor's Affidavit of Release of Liens, AIA G706A
  - 4. "No Asbestos" Certification (Statement on Contractor's letterhead that no asbestos containing materials were used in the completion of the Work.)
  - 5. Maintenance manual for installed roof system.
  - 6. Warranties and guarantees.
  - 7. Required USC and OSE documents.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers for final cleaning. Clean site to condition equal to its condition prior to the start of construction.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Restore damaged construction and permanent facilities used during construction to specified condition.



**PARTIAL WAIVER AND RELEASE OF LIEN**

(ON CONTRACTOR'S LETTERHEAD)

The undersigned hereby acknowledges receipt of \$\_\_\_\_\_ paid by \_\_\_\_\_ on account of labor performance and materials furnished for the improvement of the following premises: CRF DM Library Annex.

In consideration of that payment the undersigned hereby releases, waives and relinquishes his/its lien rights, claims or rights of lien against those premises and any surety bonds in favor of the Owner and all other persons, firms, partnerships or corporations.

The undersigned warrants that it/he has the right to execute this partial waiver and release. It/He warrants further that all laborers employed by the undersigned and all materials and supplies furnished by others to him/it in connection with construction of the improvements on the above described premises have been fully paid and that no security agreement has been executed by him/it covering any part of the improvements of the premises.

The undersigned does not hereby release or waive any lien, rights or claims which he/it may acquire for labor performed or materials furnished after the date of this instrument.

Signed and sealed this \_\_\_\_\_ day of , 20\_\_.

WITNESS: \_\_\_\_\_

Company/Corporation

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to and subscribed before me this day \_\_\_\_\_ of , 20\_\_ .

Notary Public:

My Commission Expires: \_\_\_\_\_

END OF SECTION 017700



DIVISION 2  
SITE WORK



## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

- A. Owner will occupy building during selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Roof Consultant of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Roof Consultant.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

### 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

### 3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.
  - 1. Remove existing roof membrane, flashings, copings, and roof accessories.
  - 2. Remove existing roofing system down to substrate.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119



DIVISION 5  
METALS



## SECTION 053100 - STEEL DECKING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Roof deck.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated.
- B. Shop Drawings:
  - 1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of steel deck.

#### 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. FM Global Listing: Provide steel roof deck evaluated by FM Global and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

1. Protect and ventilate acoustical cellular roof deck with factory-installed insulation to maintain insulation free of moisture.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

### 2.2 ROOF DECK

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. ASC Profiles, Inc.; a Blue Scope Steel company.
  2. Canam United States; Canam Group Inc.
  3. CMC Joist & Deck.
  4. Consolidated Systems, Inc.; Metal Dek Group.
  5. Cordeck.
  6. DACS, Inc.
  7. Epic Metals Corporation.
  8. Marlyn Steel Decks, Inc.
  9. New Millennium Building Systems, LLC.
  10. Nucor Corp.; Vulcraft Group.
  11. Roof Deck, Inc.
  12. Valley Joist; Subsidiary of EBSCO Industries, Inc.
  13. Verco Manufacturing Co.
  14. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.
- B. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:
  1. Galvanized-Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), G90 (Z275) zinc coating.
  2. Gauge: Minimum 22 gauge.
  3. Deck Profile: To match existing
  4. Profile Depth: To match existing.
  5. Side Laps: Overlapped.

- C. Steel Plate: 0.057" min.

### 2.3 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.
- D. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- E. Galvanizing Repair Paint: SSPC-Paint 20 or MIL-P-21035B, with dry film containing a minimum of 94 percent zinc dust by weight.
- F. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

- G. Mechanical fasteners are to be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

### 3.3 ROOF-DECK INSTALLATION

- A. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches (457 mm), and as follows:
  - 1. Mechanically fasten with self-drilling, No. 10 (4.8-mm-) diameter or larger, carbon-steel screws.
- B. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm), with end joints as follows:
  - 1. End Joints: Lapped 2 inches (51 mm) minimum.
- C. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and mechanically fasten flanges to top of deck. Space mechanical fasteners not more than 12 inches (305 mm) apart with at least one fastener at each corner.
  - 1. Install reinforcing channels or zees in ribs to span between supports and mechanically fasten.
- D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. mechanically fasten to substrate to provide a complete deck installation.
  - 1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.

### 3.4 FIELD QUALITY CONTROL

- A. Remove and replace work that does not comply with specified requirements.
- B. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

### 3.5 PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on top surface of prime-painted deck immediately after installation, and apply repair paint.
  - 1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.
  - 2. Wire brushing, cleaning, and repair painting of bottom deck surfaces are included in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

- C. Repair Painting: Wire brushing, cleaning, and repair painting of rust spots, welds, and abraded areas of both deck surfaces are included in as a unit price item under Section 012200 "Unit Prices".
- D. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 053100





DIVISION 6  
WOOD



## SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Wood nailers.

## 1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NHLA: National Hardwood Lumber Association.
  - 3. NLGA: National Lumber Grades Authority.
  - 4. SPIB: The Southern Pine Inspection Bureau.
  - 5. WCLIB: West Coast Lumber Inspection Bureau.
  - 6. WWPA: Western Wood Products Association.

## 1.4 DELIVERY, STORAGE, AND HANDLING

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

## PART 2 - PRODUCTS

## 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.

- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.

## 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated.
  - 1. Wood nailers in connection with roofing, flashing, vapor barriers, and waterproofing.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.
  - 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
  - 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
  - 4. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

- D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- E. Application: Treat all miscellaneous carpentry unless otherwise indicated.
  - 1. Wood nailers in connection with roofing.

#### 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Nailers.
- B. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine, No. 2 grade; SPIB.
- C. For nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

#### 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers and similar supports to comply with requirements for attaching other construction.
- B. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- D. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

### 3.2 WOOD NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

### 3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053





DIVISION 7  
THERMAL AND MOISTURE



## SECTION 070150.19 - PREPARATION FOR REROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Full tear-off of entire roof.

- B. Related Requirements:

- 1. Section 011000 "Summary" for use of the premises and phasing requirements.
  - 2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. Full Roof Tear-Off: Removal of existing roofing system from.

#### 1.4 SUBMITTALS

- A. Qualification Data: For Installer.

- 1. Include certificate that Installer is approved by warrantor of existing roofing system.

- B. Fastener pull-out test report.

- C. Photographs: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

#### 1.5 FIELD CONDITIONS

- A. Existing Roofing System: Built-up asphalt with mineral surface cap sheet.

- B. Owner will occupy building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
  - 1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. The building's contents are highly susceptible to damage caused by moisture infiltration. The contractor is to take all reasonable measures roof side, to prevent water from entering the building. Any water entering the building as a result of reroofing operations will cause all work to stop until the moisture entry problem is resolved to the owner's satisfaction.
- E. Contractor is to make site visit(s) during and after rain events to ensure no water has entered the building. Contractor is to be prepared to make temporary repairs on a wet roof surface with materials intended for such use.
- E. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- F. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
  - 1. The results of an analysis of test cores from existing roofing system are available for Contractor's reference.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work. If contractor discovers materials that they suspect to be hazardous, they are to bring it to the immediate attention of the Owner.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Shut off rooftop utilities and service piping before beginning the Work.

- B. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Roof Consultant of any blockages or restrictions.
- C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.

### 3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Full Roof Tear-Off: Remove existing roofing and other roofing system components down to the deck.
  - 1. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen, unadhered felts, and wet felts.
  - 2. Remove excess asphalt from steel deck. A maximum of 15 lb/100 sq. ft. (0.72 kg/sq. m) of asphalt is permitted to remain on steel decks.
  - 3. Remove fasteners from deck.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263 or by pouring 1 pint (0.5 L) of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if moisture condenses under plastic sheet or if asphalt test sample foams or can be easily and cleanly stripped after cooling.
- C. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Roof Consultant. Do not proceed with installation until directed by Roof Consultant.
- D. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Roof Consultant. Do not proceed with installation until directed by Roof Consultant.

- E. Replace steel deck as directed by Roof Consultant. Deck replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
- F. Clean deck flutes of all debris prior to installation of new insulation.
- G. Prepare and paint steel deck surface. Painting and preparation for painting will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

### 3.4 BASE FLASHING REMOVAL

- A. Remove existing base flashings. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage counterflashing receivers that are to remain. Replace metal counterflashing receiver damaged during removal with counterflashings receiver of same metal, weight or thickness, and finish.
- C. Inspect parapet sheathing, wood blocking, curbs, and nailers for deterioration and damage. If parapet sheathing, wood blocking, curbs, or nailers have deteriorated, immediately notify Roof Consultant.
- D. When directed by Roof Consultant, replace parapet framing, wood blocking, curbs, and nailers to comply with Section 061053 Miscellaneous Rough Carpentry."

### 3.5 FASTENER PULL-OUT TESTING

- A. Perform fastener pull-out tests according to SPRI FX-1, and submit test report to Roof Consultant before installing new roofing system.
  - 1. Obtain Roof Consultant's approval to proceed with specified fastening pattern. Roof Consultant may furnish revised fastening pattern commensurate with pull-out test results.

### 3.6 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Styrene-butadiene-styrene (SBS)-modified bituminous membrane roofing.
  - 2. Hybrid roofing system that combines built-up ply sheets with styrene-butadiene-styrene (SBS)-modified bituminous membrane roofing.
  - 3. Roof insulation.
- B. Section includes the installation of insulation strips in ribs of acoustical roof deck. Insulation strips are furnished under Section 053100 "Steel Decking."
- C. Related Requirements:
  - 1. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
  - 2. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
  - 3. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.5 SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
  - 1. Base flashings and membrane terminations.
  - 2. Tapered insulation, including slopes.
  - 3. Crickets, saddles, and tapered edge strips, including slopes.
  - 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
  - 1. Cap sheet, of color required.
  - 2. Flashing sheet, of color required.

3. Walkway pads or rolls, of color required.

#### 1.6 SUBMITTALS

- A. Qualification Data: For installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  1. Submit evidence of complying with performance requirements.
- C. Product Test Reports: For components of membrane roofing system, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Research/Evaluation Reports: For components of membrane roofing system, from ICC-ES.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.
- G. Maintenance Data: For roofing system to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed and FM Global approved for membrane roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.



## 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Asphalt kettle shall be equipped with a safety loading system and afterburner to reduce emission from heating asphalt. The updraft afterburner and safety loader shall be factory installed accessories to ensure OSHA safety compliance.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Soprema.
  - 2. Johns Manville.
  - 3. GAF.
- B. Source Limitations: Obtain components including roof insulation fasteners for roofing system from manufacturer approved by membrane roofing manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
  - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures on steel deck areas:
  - 1. Corner Uplift Pressure: 65.4 lbf/sq. ft.
  - 2. Perimeter Uplift Pressure: 43.5 lbf/sq. ft.
  - 3. Field-of-Roof Uplift Pressure: 25.9 lbf/sq. ft.
- D. FM Global Listing: Roofing, base flashings, and component materials shall comply with requirements in FM Global 4450 or FM Global 4470 as part of a roofing system, and shall be listed in FM Global's "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.

1. Fire/Windstorm Classification: Class 1A-90.
  2. Hail-Resistance Rating: SH.
- E. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

### 2.3 ROOFING SHEET MATERIALS

- A. Glass-Fiber Base-Ply Sheet: ASTM D 2178, Type VI, asphalt-impregnated, glass-fiber felt.
- B. Granule-Surfaced Roofing Cap Sheet: ASTM D 6162, Grade G, Type III, SBS-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers); granule surfaced; suitable for application method specified, and as follows:
1. Granule Color: White.

### 2.4 BASE FLASHING SHEET MATERIALS

- A. Backer Sheet: ASTM D 6164, Type I, Grade S, non woven polyester reinforcement sheet, dusted with fine mineral surfacing on both sides.
- B. Granule-Surfaced Flashing Sheet: ASTM D 6162, Grade G, Type III, SBS-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers); granule surfaced; suitable for application method specified, and as follows:
1. Granule Color: White.
- C. Glass-Fiber Fabric: Woven glass-fiber cloth, treated with asphalt, complying with ASTM D 1668, Type I.

### 2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Asphalt Primer: ASTM D 41/D 41M.
- C. Roofing Asphalt: ASTM D 312, Type III, "no smell".
- D. Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane and base flashings.
- E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

- F. Mastic Sealant: Polyisobutylene, plain or modified bitumen; nonhardening, nonmigrating, nonskinning, and nondrying.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roofing components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
- H. Termination Bar: 1/8" thick by 1 1/4" wide aluminum bar, predilled.
- I. Termination Bar Fasteners for Masonry: Stainless steel drive pin anchors
- H. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve, color to match roofing.
- I. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

## 2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Global-approved roof insulation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 3, felt or glass-fiber mat facer on both major surfaces. 2.5" thick.
- C. Provide polyisocyanurate saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to 1/2" in 12" slope. Length to width ratio: 3:1.
- C. Perlite Board Insulation: ASTM C 728, rigid, mineral-aggregate thermal insulation board composed of expanded perlite, cellulosic fibers, binders, and waterproofing agents with top surface seal coated. .75" thick.

## 2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: ASTM D 312, Type III, "no smell".
- D. Insulation Cant Strips: ASTM C 728, perlite insulation board.
- E. Wood Nailer Strips: Comply with requirements in Section 061053 "Miscellaneous Rough Carpentry."

- F. Tapered Edge Strips: ASTM C 728, perlite insulation board.

## 2.8 WALKWAYS

- A. Walkway Pads: Polymer-modified, reconstituted rubber pads with slip-resisting textured surface, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 inch (13 mm) thick, minimum.
  - 1. Pad Size: 36" wide.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Prime surface of concrete deck with asphalt primer at a rate of 3/4 gal./100 sq. ft. (0.3 L/sq. m), and allow primer to dry.

### 3.2 INSTALLATION, GENERAL

- A. Comply with roofing system manufacturer's written instructions.
- B. Asphalt Heating: Heat asphalt to its equiviscous temperature, measured at the mop cart or mechanical spreader immediately before application. Circulate asphalt during heating. Do not raise asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed asphalt manufacturer's recommended temperature limits during asphalt heating. Do not heat asphalt within 25 deg F (14 deg C) of flash point. Discard asphalt maintained at a temperature exceeding finished blowing temperature for more than four hours.
  - 1. Apply hot roofing asphalt within plus or minus 25 deg F (14 deg C) of equiviscous temperature.
- C. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

### 3.3 INSULATION INSTALLATION

- A. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing system with vertical surfaces or angle changes greater than 45 degrees.

- B. Install insulation with long joints of insulation in a continuous straight line, with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- C. Install insulation under area of roofing to achieve required thickness.
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- E. Adhered Insulation (archives area - concrete deck): Install each layer of insulation and adhere to substrate as follows:
  - 1. Prime surface of concrete deck with asphalt primer at rate of 3/4 gal./100 sq. ft. (0.3 L/sq. m), and allow primer to dry.
  - 2. Set each layer of insulation in a solid mopping of hot roofing asphalt.
- F. Mechanically Fastened and Adhered Insulation (office and lab areas - steel deck): Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten first layer of insulation according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
  - 2. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 3. Set each subsequent layer of insulation in a solid mopping of hot roofing asphalt.

### 3.4 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:
  - 1. Deck Type: N (nailable) and C (concrete or nonnailable).
  - 2. Adhering Method: M (mopped) and L (cold-applied adhesive).
  - 3. Base Sheet: None.
  - 4. Number of Glass-Fiber Base-Ply Sheets: 3.
  - 5. Number of SBS-Modified Asphalt Sheets: One.
  - 6. Surfacing Type: M (mineral-granule-surfaced cap sheet).
- B. Start installation of roofing in presence of manufacturer's technical personnel.
- C. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
  - 1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
  - 2. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.5 BASE-PLY SHEET INSTALLATION

- A. Install glass-fiber base-ply sheets according to roofing system manufacturer's written instructions starting at low point of roofing system. Align glass-fiber base-ply sheets without stretching. Extend sheets over and terminate beyond cants.
  - 1. Shingle side laps of glass-fiber base-ply sheets uniformly to ensure that required number of glass-fiber base-ply sheets covers substrate at any point. Shingle in direction to shed water.
  - 2. Embed each glass-fiber base-ply sheet in a continuous void-free mopping of hot roofing asphalt to form a uniform membrane without glass-fiber base-ply sheets touching.
  - 3. Felt laying machines are not acceptable for use.
  - 4. All roofing plies are to be "broomed" in place as they are installed to ensure full contact with the hot asphalt.
  - 5. Asphalt should "bleed out" from roof ply edge a minimum of 1/2".
  - 6. Repair all deficiencies prior to proceeding with cap sheet installation.
  - 7. Contractor will make every effort to keep the surface of the roof clean prior to installation of the cap sheet. Acceptance of the installed plies must be granted by Roofing Consultant and roof system manufacturer's technical representative prior to installing the cap sheet.
  - 8. Repair all deficiencies prior to proceeding with cap sheet installation.

### 3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
  - 1. Adhere to substrate in cold-applied adhesive.
  - 2. Unroll roofing sheets and allow them to relax for minimum time period required by manufacturer.
  - 3. Cap sheet is to be "broomed" in place as it is installed to ensure full contact with the hot asphalt.
- B. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps by heat welding (hot air, no open flame), leaving no voids.
  - 1. Repair tears and voids in laps and lapped seams not completely sealed.
  - 2. Apply roofing granules to cover exuded asphalt while bead is hot.
- C. Install roofing sheets so side and end laps shed water.

### 3.7 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
  - 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
  - 2. Backer-Sheet Application: Adhere backer sheet to substrate in cold-applied adhesive.
  - 3. Flashing-Sheet Application: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.

- B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
- C. Mechanically fasten top of base flashing with flat termination bar fastened 12" o.c.
  - 1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
- C. Strip in all vertical flashing joints with alternating courses of roof cement and fiberglass reinforcing mesh (3 course). 6" wide, 3" to each side of the joint. Ensure mesh does not show through cement.
- D. Apply two coats of aluminum roof coating over roof cement applied at vertical joints after cement has thoroughly skinned over to avoid bleed through. Contractor will be required to reapply coating applied prematurely.
- D. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch- (760-by-760-mm-) lead flashing in bed of asphaltic adhesive on completed roofing membrane. Cover lead flashing with roofing cap-sheet stripping, and extend a minimum of 6 inches (150 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
  - 1. Install stripping according to roofing system manufacturer's written instructions.
- F. Plumbing vents: Fabricate and install plumbing vent flashing from lead. Flange, four inches wide minimum, extend completely around periphery of vent flashing. Set flange into asphalt mastic. Neatly dress flange with wood block. Bend lead inside pipe one inch minimum with pliers or rubber/plastic mallet. Replace cracked lead. Prime metal flange with asphalt primer and allow to dry.
  - 1. Install stripping according to roofing system manufacturer's written instructions.

### 3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size, according to walkway pad manufacturer's written instructions.
  - 1. Set walkway pads in cold-applied adhesive.
  - 2. Install around perimeter of all roof hatches.

### 3.9 FIELD QUALITY CONTROL

- A. Test Cuts: Remove test specimens to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
  - 1. Determine approximate quantities of components within roofing membrane according to ASTM D 3617.
  - 2. Examine test specimens for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."

3. Repair areas where test cuts were made according to roofing system manufacturer's written instructions.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
  1. Notify Roof Consultant and Owner 48 hours in advance of date and time of inspection.
- C. Roofing system will be considered defective if it does not pass tests and inspections.
  1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Roof Consultant and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075216



## SECTION 076200 - SHEET METAL FLASHING AND TRIM

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Formed roof-drainage sheet metal fabrications.
  - 2. Formed low-slope roof sheet metal fabrications.
- B. Related Requirements:
  - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.

## 1.3 COORDINATION

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

## 1.4 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
  - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
  - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
  - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 6. Include details of termination points and assemblies.
  - 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
  - 8. Include details of roof-penetration flashing.
  - 9. Include details of special conditions.

- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish.
  - 1. Sheet Metal Flashing: 12 inches (300 mm) long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
- E. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested and FM Approvals approved.

## 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  - 1. For copings and roof edge flashings that are SPRI ES-1 tested and FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

## 1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to

defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. FM Approvals Listing: Manufacture and install copings and roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-105. Identify materials with name of fabricator and design approved by FM Approvals.
- D. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: As selected by Owner from manufacturer's full range.
  - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

## 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
  - b. Grace Construction Products, a unit of W. R. Grace & Co.-Conn.; Grace Ice and Water Shield HT.
  - c. Henry Company; Blueskin PE200 HT.
  - d. Owens Corning; WeatherLock Specialty Tile & Metal Underlayment.
  - e. Polyguard Products, Inc.; Deck Guard HT.
2. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
3. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Solder:
  1. For Stainless Steel: ASTM B 32, Grade Sn96, with acid flux of type recommended by stainless-steel sheet manufacturer.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

- I. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- J. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- K. Do not use graphite pencils to mark metal surfaces.

## 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
  - 1. Gutter Profile: Style A according SMACNA.
  - 2. Expansion Joints: Butt type with cover plate.
  - 3. Minimum Gutter Width: 7"
  - 4. Minimum Gutter Depth: 7"
  - 3. Fabricate from the following materials:
    - a. Aluminum: 0.050 inch thick.
- B. Downspouts: Fabricate rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
  - 1. Fabricated Hanger Style: Fig 1-35B according to SMACNA's "Architectural Sheet Metal Manual."
  - 2. Downspout Size: 4" x 6"
  - 3. Fabricate from the following materials:
    - a. Aluminum: 0.32 inch thick.
- C. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fabricate from the following materials:
  - 1. Aluminum: 0.032 inch (0.81 mm) thick.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long sections. Furnish with 6-inch- (150-mm-) wide, joint cover plates. Shop fabricate interior and exterior corners.
  - 1. Joint Style: Butted with expansion space and 6-inch- (150-mm-) wide, exposed cover plate.
  - 2. Fabricate from the Following Materials:
    - a. Aluminum: 0.050 inch (1.27 mm) thick.

- B. Copings: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.
  - 1. Coping Profile: Fig 3-4A according to SMACNA's "Architectural Sheet Metal Manual."
  - 2. Joint Style: Butted with expansion space and 6-inch- (150-mm-) wide, exposed cover plate.
  - 3. Fabricate from the Following Materials:
    - a. Aluminum: 0.050 inch (1.27 mm) thick.
- C. Roof-to-Wall Transition Expansion-Joint Cover: Fabricate from the following materials:
  - 1. Aluminum: 0.050 inch (1.27 mm) thick.
- D. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Galvanized Steel: 0.022 inch (0.56 mm) thick.
- E. Stack Flashing Base: Fabricate from the following materials:
  - 1. Stainless Steel: 0.019 inch (0.48 mm) thick.
- F. Roof-Drain Flashing: Fabricate from the following materials:
  - 1. Lead: 30" x 30", 4lb.
- G. Plumbing Vent Flashing: Fabricate from the following materials:
  - 1. Lead: 30" x 30", 4lb.

## 2.8 WALL SHEET METAL FABRICATIONS

- A. Wall Expansion-Joint Cover: Fabricate from the following materials:
  - 1. Aluminum: 0.050 inch (1.02 mm) thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION (FOR METAL COPING CAPS)

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller. Cover underlayment within 14 days.

### 3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
  6. Do not use graphite pencils to mark metal surfaces.
- B. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- C. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).



2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder metallic-coated steel and aluminum sheet.
  2. Do not use torches for soldering.
  3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
  4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
  5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
  6. Copper-Clad Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.
- G. Rivets: Rivet joints where necessary for strength.

### 3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Roof Drains: Set 30-by-30-inch- (760-by-760-mm-) lead flashing in bed of asphaltic adhesive on completed roofing membrane. Cover lead flashing with roofing cap-sheet stripping, and extend a minimum of 6 inches (150 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
1. Install stripping according to roofing system manufacturer's written instructions.
- C. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
  2. Anchor and loosely lock back edge of gutter to continuous cleat.
  3. Anchor gutter with gutter brackets and straps spaced not more than 24 inches (600 mm) apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
  4. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet (15.24 m) apart. Install expansion-joint caps.
- D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints.
1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c.
  2. Provide elbows at base of downspout to direct water away from building.
  3. Connect downspouts to underground drainage system.

- E. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
  - 2. Seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.
- F. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches (100 mm) in direction of water flow.

### 3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints minimum of 4 inches (100 mm). Lock on to existing receiver and secure in place with pop rivets spaced 18" o.c.
- E. Plumbing vents: Fabricate and install plumbing vent flashing from lead. Flange, four inches wide minimum, extend completely around periphery of vent flashing. Set flange into asphalt mastic. Neatly dress flange with wood block. Bend lead inside pipe one inch minimum with pliers or rubber/plastic mallet. Replace cracked lead. Prime metal flange with asphalt primer and allow to dry.
  - 1. Install stripping according to roofing system manufacturer's written instructions.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On

completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.

#### 1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.4 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Owner from manufacturer's full range.

### 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 795.
    - b. Pecora Corporation; 895.
    - c. Sika Corporation, Construction Products Division; SikaSil-C995.

### 2.3 JOINT SEALANT BACKING

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

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

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

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 CLEANING

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

### 3.5 PROTECTION

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

END OF SECTION 079200





APPENDIX I  
ASBESTOS CONTAINING MATERIAL  
TEST RESULTS



# FM00380595

# USC Work Order

**Description** LIBRARY ANNEX- HAZMAT SURVEY

<b>Site</b>	COLUMBIA	<b>Assigned To</b>	JPROVENCE
<b>Building</b>	227 LIBRARY ANX & CONSERVATION FACIL	<b>Crew</b>	HAZMAT
<b>Floor</b>	<b>Room:</b>	<b>Start Date</b>	19-JAN-12
<b>Equipment</b>		<b>Due date</b>	
		<b>Request Date</b>	01-NOV-11
		<b>Priority</b>	5
		<b>by</b>	BLMCGEE

<b>Request #</b>	FM00380595	<b>Description</b>	LIBRARY ANNEX- HAZMAT SURVEY
<b>Parent WO #</b>			

<b>CP Number</b>	CP00336851	<b>CRF DM LIBRARY ANNEX ROOF REPLACEMENT</b>
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<b>State/Internal Project Number</b>	H27-6094
--------------------------------------	----------

<b>Requestor</b>	BRANHAM,DALE	<b>Project Manager</b>	BRANHAM, DALE
<b>Telephone</b>	7-1288	<b>Telephone</b>	777-1288
<b>Alternate</b>		<b>Estimated Cost</b>	\$ 0.00
<b>Telephone</b>		<b>Billing</b>	FIXED PRICE
<b>Non-Available Time</b>			53100-W791-57140 (DEFERRED MAINTENANCE)

**Task List**  
 (CHECK ALL THAT APPLY AND PROVIDE ADDITIONAL INFORMATION AS NEEDED)

HAZMAT SURVEY(S) REQUESTED FOR THE FOLLOWING

- FLOOR TILE
- JOINT COMPOUND
- WALLS
- MASTIC
- CEILING TILE
- PIPE INSULATION
- VINYL SHEET FLOORING
- FIREPROOFING
- FUME HOODS/TABLE TOPS
- ROOFING MATERIALS
- FIRE DOORS
- GASKETS/VALVES
- BOILER INSULATION
- ACOUSTICAL POPCORN CEILING
- DUCT WORK
- OTHER (PLEASE DESCRIBE BELOW)

<b>DATE WORK STARTED</b>	<b>CAUSE</b>
<b>DATE WORK COMPLETED</b>	<b>CONDITION</b>
<b>EQUIPMENT</b>	
<b>CLOSING REMARKS</b>	
<b>BENCHSTOCK MATERIALS</b>	
<b>Qty</b>	<b>Description</b>
	<b>Price Per Unit</b>

**Supervisor's Approval** \_\_\_\_\_

<b>Note Date</b>	<b>Title</b>
------------------	--------------

**09-FEB-12 HAZMAT SURVEY RESULTS**

SURVEY DATE: 2-3-2012

INSPECTOR #: DARRYL WASHINGTON II BI-00568

STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR ASBESTOS CONTAINING MATERIALS RESULTS FOLLOWS

ROOFING MATERIALS- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

NO FLASHING IN PLACE

ALL NOB'S CONFIRMED NEGATIVE PER TEM TESTING

IF YOU ENCOUNTER ANY SUSPECT MATERIALS IN PLACE AND DEEM IT SUUSPECT FOR ASBESTOS PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ASBESTOS ABATEMENT

REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.



# Bulk Asbestos Analysis

By Polarized Light Microscopy  
EPA Method: 600/R-93/116 and 600/M4-82-020



**Customer:** University of South Carolina  
743 Greene St  
Columbia, SC 29208

**Attn:** Darryl Washington

**Lab Order ID:** 1202012

**Analysis ID:** 1202012PLM

**Date Received:** 2/7/2012

**Project:** Library Annex

**Date Reported:** 2/8/2012

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_1					Dissolved
2	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_2					Dissolved
3	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_3					Dissolved
4	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_4					Dissolved
5	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_5					Dissolved
6	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_6					Dissolved
7	Roofing material	None Detected	20% Fiber Glass	80% Other	White, Black Non Fibrous Heterogeneous
1202012PLM_7					Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 0.1%.

Bart Huber (7)

Analyst

Nathaniel Durham, MS or Approved Signatory



**Scientific Analytical Institute**  
 302-L Pomona Dr. Greensboro, NC 27407  
 Phone: 336.292.3888 Fax: 336.292.3313  
 www.sailab.com lab@sailab.com

Lab Use Only  
 Lab Order ID: 1207012  
 Client Code: \_\_\_\_\_

Company Contact Information	
Company: <i>University of South Carolina</i>	Contact: <i>Dorey / Washburn</i>
Address: <i>713 Bruce Rd</i>	Phone <input type="checkbox"/> : <i>803 917 0781</i>
<i>Columbia, SC 29208</i>	Fax <input type="checkbox"/> :
	Email <input type="checkbox"/> : <i>Washburn@usc.edu</i>

Asbestos Test Types		
PLM EPA 600/R-93/116	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Positive stop	<input checked="" type="checkbox"/>	
PLM Point Count		<input type="checkbox"/>
PCM NIOSH 7400		<input type="checkbox"/>
TEM AHERA		<input type="checkbox"/>
TEM Level II		<input type="checkbox"/>
TEM NIOSH 7402		<input type="checkbox"/>
TEM Bulk Qualitative		<input type="checkbox"/>
TEM Bulk Chatfield	<input checked="" type="checkbox"/>	<i>sc 263</i>
TEM Bulk Quantitative		<input type="checkbox"/>
TEM Wipe ASTM D6480-99		<input type="checkbox"/>
TEM Microvac ASTM D5755-02		<input type="checkbox"/>
TEM Water EPA 100.2		<input type="checkbox"/>
Other: _____		<input type="checkbox"/>

Billing/Invoice Information	Turn Around Times	
Company:	90 Min. <input type="checkbox"/>	48 Hours <input type="checkbox"/>
Contact:	3 Hours <input type="checkbox"/>	72 Hours <input type="checkbox"/>
Address:	6 Hours <input type="checkbox"/>	96 Hours <input type="checkbox"/>
	12 Hours <input type="checkbox"/>	120 Hours <input type="checkbox"/>
	24 Hours <input checked="" type="checkbox"/>	144 Hours <input type="checkbox"/>

PO Number: \_\_\_\_\_  
 Project Name/Number: *Library Annex*

Sample ID #	Description/Location	Volume/Area	Comments

Total # of Samples *2*

Relinquished by	Date/Time	Received by	Date/Time

*and Conservation Facility*



# 227

Building # LIBRARY ANNEX

Sample Analysis Type of Analysis: Lead Asbestos Date: 02-03-2012

Turn Around Time 24 HRS

Area	Sample ID	Material Sampled	Material Location	F/NF	Cond	Quantity	Pot to Disturb
A	1	ROOFING MATERIALS	DOC STORAGE HIGH ROOF W VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	2	ROOFING MATERIALS	HIGH ROOF W VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	3	ROOFING MATERIALS	LOWER ROOF NO VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	4	ROOFING MATERIALS	LOWER ROOF NEAR RIDGE NO VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	5	ROOFING MATERIALS	MIDDLE ROOFING AWAY FROM PARKING LOT	NF	G	>5000 SQ FT	LOW
A	6	ROOFING MATERIALS	MIDDLE ROOFING AWAY FROM PARKING LOT	NF	G	>5000 SQ FT	LOW
A	7	ROOFING MATERIALS <i>(700 sq ft)</i>	MIDDLE ROOFING AWAY FROM PARKING LOT	NF	G	>5000 SQ FT	LOW
			NO FLASHING IN PLACE FOR THIS ROOF				
			BUILT IN YEAR 1999				

License # AsbZ-00568

FM# FM00 386523

Signature *[Signature]*

Requestor *Dale Brynham*

Send lab results in PDF format as soon as possible to:

Ed Pitts 803-777-3296  
720 College St.  
Columbia, SC 29208  
[EHP@fmc.sc.edu](mailto:EHP@fmc.sc.edu)

Darryl Washington 803-777-2399  
720 College St.  
Columbia, SC 29208  
[WashinDH@fmc.sc.edu](mailto:WashinDH@fmc.sc.edu)

Ty Russell 803-777-1208  
720 College St.  
Columbia, SC 29208  
[NTRusse@fmc.sc.edu](mailto:NTRusse@fmc.sc.edu)

Fax # 803-777-3990

202012



# Bulk Asbestos Analysis by Transmission Electron Microscopy

Semi-Quantitative  
Chatfield SOP 1988-02 Rev. 1

**Client:** University of South Carolina  
743 Greene St  
Columbia, SC 29208

**Attn:** Darryl Washington

**Lab Order ID:** 1202076

**Analysis ID:** 1202076\_TBS

**Date Received:** 2/8/2012

**Date Reported:** 2/9/2012

**Project:** Library Annex

Sample ID	Description	Organic (Wt. %)	Acid Sol. (Wt. %)	Asbestos (Wt. %)	LCL-UCL (Wt. %)
Lab Sample ID	Lab Notes				
7	Roofing material	51%	-%	None Detected	
1202076TBS_1					

Matt Thomas (1)

\_\_\_\_\_  
Analyst

\_\_\_\_\_  
Approved Signatory





**Scientific Analytical Institute**  
 302-L Pomona Dr. Greensboro, NC 27407  
 Phone: 336.292.3888 Fax: 336.292.3313  
 www.sailab.com lab@sailab.com

1202076

Lab Use Only  
 Lab Order ID: 1202012  
 Client Code:

Company Contact Information	
Company: University of South Carolina	Contact: Doreen Washington
Address: 713 Bruce St Columbia, SC 29208	Phone: 803 917 8961
	Fax:
	Email: washington@usc.edu

Asbestos Test Types	
PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>
Positive stop	<input checked="" type="checkbox"/>
PLM Point Count	<input type="checkbox"/>
PCM NIOSH 7400	<input type="checkbox"/>
TEM AHERA	<input type="checkbox"/>
TEM Level II	<input type="checkbox"/>
TEM NIOSH 7402	<input type="checkbox"/>
TEM Bulk Qualitative	<input type="checkbox"/>
TEM Bulk Chatfield	<input checked="" type="checkbox"/> SCA
TEM Bulk Quantitative	<input type="checkbox"/>
TEM Wipe ASTM D6480-99	<input type="checkbox"/>
TEM Microvac ASTM D5755-02	<input type="checkbox"/>
TEM Water EPA 100.2	<input type="checkbox"/>
Other:	<input type="checkbox"/>

Billing/Invoice Information	Turn Around Times	
Company:	90 Min. <input type="checkbox"/>	48 Hours <input type="checkbox"/>
Contact:	3 Hours <input type="checkbox"/>	72 Hours <input type="checkbox"/>
Address:	6 Hours <input type="checkbox"/>	96 Hours <input type="checkbox"/>
	12 Hours <input type="checkbox"/>	120 Hours <input type="checkbox"/>
	24 Hours <input checked="" type="checkbox"/>	144 Hours <input type="checkbox"/>

PO Number:  
 Project Name/Number: Library Annex

Sample ID #	Description/Location	Volume/Area	Comments

Total # of Samples: 7

Relinquished by	Date/Time	Received by	Date/Time
			2-7@130

Page \_\_\_ of \_\_\_

1202076 1202012



and Conservation Facility

# 225

LIBRARY ANNEX

Sample Analysis: Lead & Asbestos Date: 02-03-2012

Turn Around Time 24 HRS

Area	Sample ID	Material Sampled	Material Location	F/NF	Cond	Quantity	Pot to Disturb
A	1	ROOFING MATERIALS	DOC STORAGE HIGH ROOF W VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	2	ROOFING MATERIALS	HIGH ROOF W VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	3	ROOFING MATERIALS	LOWER ROOF NO VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	4	ROOFING MATERIALS	LOWER ROOF NEAR RIDGE NO VAPOR BARRIER	NF	G	>5000 SQ FT	LOW
A	5	ROOFING MATERIALS	MIDDLE ROOFING AWAY FROM PARKING LOT	NF	G	>5000 SQ FT	LOW
A	6	ROOFING MATERIALS	MIDDLE ROOFING AWAY FROM PARKING LOT	NF	G	>5000 SQ FT	LOW
A	7	ROOFING MATERIALS (Top 21)	MIDDLE ROOFING AWAY FROM PARKING LOT	NF	G	>5000 SQ FT	LOW
			NO FLASHING IN PLACE FOR THIS ROOF				
			BUILT IN YEAR 1999				

License # ABZ-00568 FM# 7760386523 Signature Dyle Benham Requestor Dyle Benham

Send lab results in PDF format as soon as possible to:

Ed Pitts 803-777-3296 Darryl Washington 803-777-2399 Ty Russell 803-777-1208  
 720 College St 720 College St  
 Columbia, SC 29208 Columbia, SC 29208  
 EHP@fmc.sc.edu WashinDH@fmc.sc.edu NTRusse@fmc.sc.edu

Fax # 803-777-3990