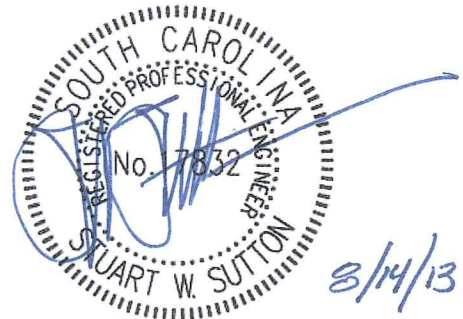




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2020 Starita Road, Suite E, Charlotte, North Carolina 28206  
p. 704.597.9000 f. 704.597.5262

SPECIFICATIONS FOR  
513 PICKENS STREET AND ANNEX  
ROOF REPLACEMENT  
UNIVERSITY OF SOUTH CAROLINA  
COLUMBIA, SOUTH CAROLINA  
OWNER'S PROJECT NO. H27-6100



Project No. FH136819  
AWM:cb

**ISSUED FOR BIDDING**

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PROJECT NAME: 513 Pickens Street and Annex Roof Replacement  
University of South Carolina, Columbia, South Carolina

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

**2011 Edition**  
Rev. 7/20/2011

**PROJECT NAME:** 513 Pickens Street and Annex Roof Replacement

**PROJECT NUMBER:** H27-6100

**PROJECT LOCATION:** University of South Carolina, Columbia, South Carolina

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:** \$350,000 - \$450,000

**DESCRIPTION OF PROJECT:** Replacement of roof system at 513 Pickens Street and Annex

**A/E NAME:** Stafford Consulting Engineers

**A/E CONTACT:** Alexander W. Montgomery, PE RRO

**A/E ADDRESS:** Street/PO Box:2020 Starita Road, Suite E

City: Charlotte

State: NC ZIP: 28206-

**EMAIL:** amontgomery@stafford-usa.com

**TELEPHONE:** 704-594-8930

**FAX:** 704-597-5262

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

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

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

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

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

It is the contractor's responsibility to obtain plans, specifications, addenda, award and any other related documents from the purchasing website, http://purchasing.sc.edu

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

**DATE:** 9/11/2013 **TIME:** 10AM **PLACE:** Facilities Center, 743 Greene St., Conference Room 53 , Columbia, SC

**AGENCY:** University of South Carolina

**NAME OF AGENCY PROCUREMENT OFFICER:** Ms. 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:** 9/24/2013 **TIME:** 2PM **LOCATION:** Facilities Center, 743 Greene St., Conf Room 53 , Columbia, SC

**BID DELIVERY ADDRESSES:**

**HAND-DELIVERY:**

Attn: Ms. Juaquana Brookins

University of South Carolina

743 Greene Street

Columbia, SC 29208

**MAIL SERVICE:**

Attn: Ms. Juaquana Brookins

University of South Carolina

743 Greene Street

Columbia, SC 29208

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

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

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

**AIA DOCUMENT (BY REFERENCE ONLY)**

**AIA DOCUMENT A701, INSTRUCTIONS TO BIDDERS – 2007 EDITION  
IS A PART OF THESE BIDDING DOCUMENTS BY REFERENCE ONLY.  
DOCUMENTS MAY BE VIEWED AT THE UNIVERSITY OF SOUTH CAROLINA**

**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****OWNER:** University of South Carolina**PROJECT NUMBER:** H27-6100**PROJECT NAME:** 513 Pickens Street and Annex Roof Replacement**PROJECT LOCATION:** University of South Carolina, Columbia, South Carolina**PROCUREMENT OFFICER:** Ms. Juaquana Brookins**1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

**2. MODIFICATIONS TO A701-1997**

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

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

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

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

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

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

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

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

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

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

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

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

**2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

**2.3 DRUG FREE WORKPLACE**

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

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

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

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

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

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

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

connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

**2.5 ETHICS CERTIFICATE**

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

**2.6 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS**

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement



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

Officer, *bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.* (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

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

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

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

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

**2.10. Insert the following Section 3.1.5**

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

**2.11. In Section 3.2.2:**

*Delete the words "and Sub-bidders"*

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

**2.12. In Section 3.2.3:**

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

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

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

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

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

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

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

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

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

**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.16. Insert the following Sections 3.4.5 and 3.4.6:**

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

**3.4.6.** If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.html](http://www.scemd.org/scgovweb/weather_alert.html)

**2.17. In Section 4.1.1, delete the word "forms" and substitute the words "SE-330 Bid Form."****2.18. Delete Section 4.1.2 and substitute the following:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6.1 CONTRACTOR'S RESPONSIBILITY**

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

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

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

**2.37.** *Insert the following Section 6.4*

**6.4 CLARIFICATION**

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

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

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

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

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

**OSE FORM 00201****STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS****2.41. Delete Section 7.2.1 and substitute the following:**

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

**2.42. Delete the language of Section 7.2.2 and insert the word "Reserved."****2.43. Delete the language of Article 8 and insert the following:**

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

**2.44. Insert the following Article 9:****ARTICLE 9 MISCELLANEOUS****9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidders's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

**9.4 POSTING OF INTENT TO AWARD**

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

**Room or Area of Posting:** Lobby

**Building Where Posted:** Facilities Center

**Address of Building:** 743 Greene Street, Columbia, SC

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

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

**9.5 PROTEST OF SOLICITATION OR AWARD**

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

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

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

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

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

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

**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.

**OSE FORM 00201**

**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

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

N/A

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

**END OF DOCUMENT**



**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

« »  
« »

**SURETY:**

*(Name, legal status and principal place of business)*

« »  
« »

**OWNER:**

*(Name, legal status and address)*

«University of South Carolina  
743 Greene Street  
Columbia, South Carolina»

**BOND AMOUNT:** \$ « »

**PROJECT:**

*(Name, location or address, and Project number, if any)*

«513 Pickens Street and Annex Roof Replacement»  
«University of South Carolina  
743 Greene Street  
Columbia, South Carolina»  
«Owner Project No. H27-6100 »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



Signed and sealed this « » day of « », « »

\_\_\_\_\_  
(Witness)

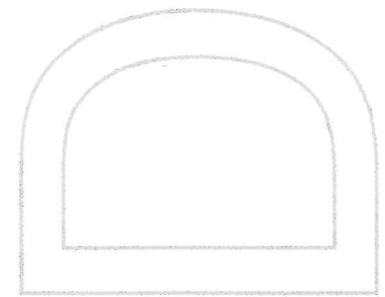
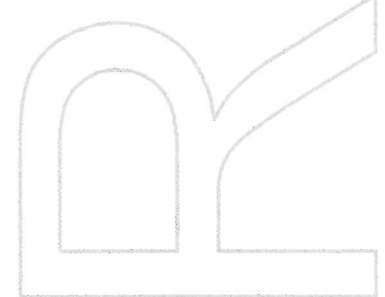
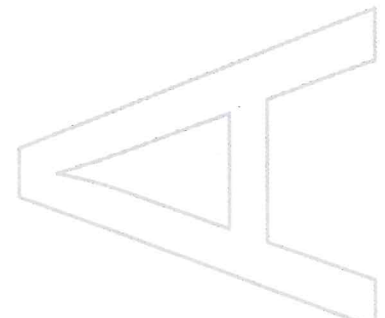
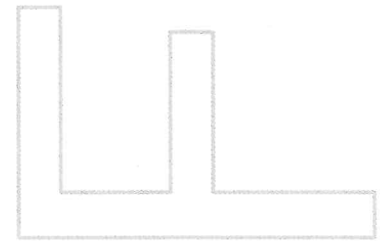
\_\_\_\_\_  
(Witness)

« » \_\_\_\_\_  
(Contractor as Principal) (Seal)

« » \_\_\_\_\_  
(Title)

« » \_\_\_\_\_  
(Surety) (Seal)

« » \_\_\_\_\_  
(Title)



**SE-330 – LUMP SUM BID  
BID FORM**

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

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

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

**FOR PROJECT: PROJECT NAME** 513 Pickens Street and Annex Roof Replacement  
**PROJECT NUMBER** H27-6100

**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 and disposal of existing roof systems, flashings and associated components; installation of new roof systems, flashings and associated components.

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

**SE-330 – LUMP SUM BID  
BID FORM**

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

**ALTERNATE # 1** (Brief Description): 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)

**SE-330 – LUMP SUM BID  
 BID FORM**

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

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

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

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

## **INSTRUCTIONS FOR SUBCONTRACTOR LISTING**

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

**SE-330 – LUMP SUM BID  
BID FORM**

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

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

a. **CONTRACT TIME:** Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 75 calendar days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the sum of \$250.00 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This sum is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

**§ 10. AGREEMENTS**

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

**§ 11. ELECTRONIC BID BOND**

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

**Electronic Bid Bond Number:** \_\_\_\_\_

**Signature and Title:** \_\_\_\_\_

**SE-330 – LUMP SUM BID  
BID FORM**

**BIDDER'S TAXPAYER IDENTIFICATION**

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

*OR*

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

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

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

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

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

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

**SIGNATURE**

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

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**EMAIL:** \_\_\_\_\_

**AIA DOCUMENT (BY REFERENCE ONLY)**

**AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND CONTRACTOR IS A PART OF THESE BIDDING DOCUMENTS  
BY REFERENCE ONLY.  
DOCUMENTS MAY BE VIEWED AT THE UNIVERSITY OF SOUTH CAROLINA.**



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

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**OWNER:** University of South Carolina

**PROJECT NUMBER:** H27-6100

**PROJECT NAME:** 513 Pickens Street and 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 5.1.6, Insert the following after the phrase “Subject to other provisions of the Contract Documents”:*

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

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

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

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2.7. *In Section 5.1.8, delete the word "follows" and the colon and substitute the following:*

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

2.8. *In Section 5.1.9, delete the words "Except with the Owner's prior approval, the" before the word "Contractor."*

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

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

2.11. *Delete the language of Section 8.2 and substitute the word "Reserved."*

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

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

**Name:** Tom Opal, University of South Carolina  
**Title:** Senior Project Manager  
**Address:** 743 Greene Street, Columbia, SC 29208  
**Telephone:** 803-777-7076 **FAX:** \_\_\_\_\_  
**Email:** tnopal@fmc.sc.edu

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

**Name:** Dale Branham, University of South Carolina  
**Title:** Manager, Maintenance Support Group  
**Address:** 743 Greene Street, Columbia, SC 29208  
**Telephone:** 803-777-1288 **FAX:** \_\_\_\_\_  
**Email:** branhamd@fmc.sc.edu

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

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

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

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

**8.6.1** The Architect's representative:

**Name:** Alex W. Montgomery, Stafford Consulting Engineers  
**Title:** Project Manager  
**Address:** 2020 Starita Road, Suite E, Charlotte, NC 28206  
**Telephone:** 704-594-8930 **FAX:** 704-597-5262  
**Email:** amontgomery@stafford-usa.com

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

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

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

**END OF DOCUMENT**

**AIA DOCUMENT (BY REFERENCE ONLY)**

**AIA DOCUMENT A201 – GENERAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION IS A PART OF THESE BIDDING DOCUMENTS  
BY REFERENCE ONLY.  
DOCUMENTS MAY BE VIEWED AT THE UNIVERSITY OF SOUTH CAROLINA.**

# OSE FORM 00811

## STANDARD SUPPLEMENTARY CONDITIONS

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**OWNER:** University of South Carolina

**PROJECT NUMBER:** H27-6100

**PROJECT NAME:** 513 Pickens Street and Annex Roof Replacement

### 1 GENERAL CONDITIONS

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

### 2 STANDARD SUPPLEMENTARY CONDITIONS

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

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

### 3 MODIFICATIONS TO A201-2007

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

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

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

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

#### 1.1.9 NOTICE TO PROCEED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### STANDARD SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acceptable to the Owner,

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

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

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

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

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

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

**3.10.3** Additional requirements, if any, for the constructions schedule are as follows:  
(Check box if applicable to this Contract))

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

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

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

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

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

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

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

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



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

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

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

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

including loss of use resulting therefrom,

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

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

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

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

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

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

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

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

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

Work completed and correlated with the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1** The change in the Work;

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

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

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

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

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

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

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

**7.3.3 PRICE ADJUSTMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**§ 7.6.3 Records Retention.**

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

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

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

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

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

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

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

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

### 9.2 SCHEDULE OF VALUES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.7 FAILURE OF PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**3.74** Add the following Section 9.10.6:

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

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

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

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

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

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

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

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

In addition to its obligations under Section 3.18, the

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

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS****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> |
|---------------------------------|--------------------|

**(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.

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.3.2 BOILER AND MACHINERY INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

unless otherwise provided in the Contract Documents.

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

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

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

**13.1 GOVERNING LAW**

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

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

**13.2 SUCCESSORS AND ASSIGNS**

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

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

**13.3 WRITTEN NOTICE**

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

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

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

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

Unless expressly provided otherwise,

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

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

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

**3.5** Warranty

**3.17** Royalties, Patents and Copyrights

**3.18** Indemnification

**7.6** Cost or Pricing Data

**11.1** Contractor's Liability Insurance

**11.4** Performance and Payment Bond

**15.1.6** Claims for Listed Damages

**15.1.7** Waiver of Claims Against the Architect

**15.6** Dispute Resolution

**15.4** Service of Process

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

#### **13.6 INTEREST**

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

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

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

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

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

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

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

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS****13.10 MINORITY BUSINESS ENTERPRISES**

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

**13.11 SEVERABILITY**

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

**13.12 ILLEGAL IMMIGRATION**

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

**13.13 SETOFF**

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

**13.14 DRUG-FREE WORKPLACE**

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

**13.15 FALSE CLAIMS**

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

**13.16 NON-INDEMNIFICATION:**

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

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

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

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

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

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

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

**3.113** *In Section 14.1.4, replace the word “repeatedly” with the word “persistently.”***3.114** *Delete Section 14.2.1 and substitute the following:***14.2.1** The Owner may terminate the Contract if the Contractor

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

**3.115** *In Section 14.2.2, delete the parenthetical statement “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” immediately following the word “Owner” in the first line.***3.116** *In Section 14.2.4, replace the words “Initial Decision Maker” with the word “Architect”***3.117** *Add the following Section 14.2.5:*

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**3.124** *Delete Section 15.1.2 and substitute the following:***15.1.2 NOTICE OF CLAIMS**

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

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

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

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

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

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

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

**3.128** *Delete Section 15.1.6 and substitute the following:***15.1.6 CLAIMS FOR LISTED DAMAGES**

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

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

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

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

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

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attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

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

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

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

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

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

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

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

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

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

**15.6 DISPUTE RESOLUTION**

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

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

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

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

**15.6.5 SERVICE OF PROCESS**

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

**3.132** Add the following Article 16:

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

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

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

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

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

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- 16.1.1** Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.
- 16.2** List Cash Allowances, if any. (*Refer to attachments as needed. If none, enter NONE*)  
Section 01210 - Base Bid Quantities and Section 01270 - Unit Prices
- 16.3.** Requirements for Record Drawings, if any. (*Refer to attachments as needed. If none, enter NONE*)  
See AIA Document A201, 00811-OSE and requirements specified in the technical specifications.
- 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*)  
See AIA Document A201, 00811-OSE and requirements specified in the technical specifications.
- 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*)  
See Section 01000 - General Requirements
- 16.6.** Requirements for Project Cleanup in addition to the Contract, if any. (*Refer to attachments as needed. If none, enter NONE*)  
See Section 01000 - General Requirements and specific instructions in the technical specifications.
- 16.7.** List all attachments that modify these General Conditions. (*If none, enter NONE*)  
University of South Carolina Supplemental General Conditions for Construction Projects

## USC SUPPLEMENTAL GENERAL CONDITIONS

### FOR CONSTRUCTION PROJECTS

*Revised 6/23/13*

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, if permitted, 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 yelling, rude, abusive or degrading behavior on the job site. Heckling, cat-calling, and behavior which may be perceived as harassment 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, and subject to the permanent removal of the contractor's employee(s) from the jobsite for the duration of the project.
4. Contractor's employees must adhere to the University's policy of maintaining a drug-free and 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 materials such as those potentially containing asbestos (ACM) or other such hazardous materials. These materials MUST NOT be disturbed until handling is approved by the USC project manager.
- 8. Contractor shall follow all regulations pertaining to OSHA, EPA and SCDHEC. Removal of asbestos containing material (ACM) must be performed by a certified abatement company that has, at a minimum, one certified asbestos supervisor and certified asbestos worker(s) as needed, through SCDHEC.**
9. At the beginning of the project, the USC project manager will establish the contractor's staging and laydown area(s). These areas will also be used for the contractor's work vehicles. Absolutely 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 should not be brought to campus. Parking permits, which are required for all contractor's work vehicles, must be obtained through USC's project manager. The laydown area will be clearly identified to the contractor by the project manager, with a sketch, drawing, or picture provided to Parking Services. In turn, the contractor will mark off this area with a metal sign containing the project name, USC's project manager's name and cell phone number, contractor name and cell phone number, and a date shown which is the anticipated end date of the project. Sign to be affixed to construction fencing. Sign dimensions shall be at least 2' x 3'. Where this area is subject to foot traffic, protective barriers will be provided by the contractor as specified by the project manager. The area will be maintained in a neat and orderly fashion. Contractor work vehicles parked in the laydown/staging area, or other designated parking areas will be clearly marked and display a USC furnished placard/hangtag for identification.
10. Contractor will be responsible for providing its own temporary toilet facilities.

11. Use of USC's communication facilities (telephones, copiers, computers, faxes, etc.) by the contractor is prohibited.
12. Contractor will not have any interior access to buildings on campus.
13. Contractor must provide its own electrical power supply. Water may be available to the extent of existing sources. Any needed or desired taps, connections, or metering devices, shall be the sole expense of the contractor.
14. For all projects over \$100,000, including IDC contracts, an SE-395, Contractor Performance Evaluation, will be completed by USC's project manager and reviewed with the contractor at the beginning of the project and a copy given to the contractor. At the end of the project the form will be completed and a construction performance rating will be established.
15. 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 weekly, or when the dumpster is full, whichever occurs first. Construction waste will 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 AN ORDERLY, 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.
16. 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.
17. Tree protection fencing is required to protect existing trees and other landscape features to be preserved, within a construction site. The limits of this fencing will be evaluated for each situation with the contractor, USC arborist, and USC project manager. The tree protection fence shall be 5' tall chain link fence unless otherwise approved by USC project manager. No entry or materials will be allowed inside tree protection zone. A 4" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.
18. 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 ¾" minimum plywood base shall be placed over impacted areas. For single loads over 9,000 lbs., two layers of ¾" plywood is required.
19. For projects requiring heavy loads, to cross walks, tree root zones, or lawns, a construction entry road consisting of 10' x 16' oak logging mats on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.
20. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.
21. Where it is necessary to jump curbs, dimensional lumber and plywood must be built up to appropriate curb elevation to protect curbs from damage. Contractor will be responsible for any project related damage.
22. Construction area fencing consisting of temporary 5' tall chain link fencing faced with green fabric is required around the entire construction/laydown/staging area.

**Performance Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

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

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

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

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: University of South Carolina  
Address: 743 Greene Street  
Columbia, SC 29208

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

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

State Project Name: 513 Pickens Street and Annex Roof Replacement  
State Project Number: H27-6100  
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Removal and disposal of existing roof systems, flashings and associated components; installation of new roof systems, flashings and associated components

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

Name: Stafford Consulting Engineers  
Address: 2020 Starita Road, Suite E  
Charlotte, NC 28206

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

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

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

CONTRACTOR

SURETY

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

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

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

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

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

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

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

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

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



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**Performance Bond**

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference

2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. The Surety's obligation under this Bond shall arise after:

**3.1** The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or

**3.2** The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.

4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or

**4.2** Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

**4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:

**4.4.1** After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or

**4.4.2** Deny liability in whole or in part and notify the Agency, citing the reasons therefore.

5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:

**5.1** Surety in accordance with the terms of the Contract; or

**5.2** Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

**5.3** The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.

6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.

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

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

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

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

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

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

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

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

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

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

**11. Definitions**

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

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

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

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

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

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

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

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: University of South Carolina  
Address: 743 Greene Street  
Columbia, SC 29208

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

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

Project Name: 513 Pickens Street and Annex Roof Replacement  
Project Number: H27-6100  
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Removal and disposal of existing roof systems, flashings and associated components; installation of new roof systems, flashings and associated components.

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

Name: Stafford Consulting Engineers  
Address: 2020 Starita Road, Suite E  
Charlotte, NC 28206

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

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

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

CONTRACTOR

SURETY

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

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

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

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

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

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

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

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

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

**SE-357****Labor and Material Payment Bond****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
  - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
  - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
  - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 5.2 Pay or arrange for payment of any undisputed amounts.
  - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the

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

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

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

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

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

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

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

**13. DEFINITIONS**

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

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

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

1783



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

# Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

[Empty box for Order Number]

EMSL Analytical, Inc.  
706 Galrin Street

Kernersville, NC 27284  
PHONE: (336) 992-1025  
FAX: (336) 992-4175

|  |                    |  |                        |
|--|--------------------|--|------------------------|
| Company : University of South Carolina     |                    | EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different<br>If Bill to is Different note instructions in Comments** |                        |
| Street: 743 Greene Street                  |                    | Third Party Billing requires written authorization from third party  |                        |
| City: Columbia                             | State/Province: SC | Zip/Postal Code: 29208   | Country: United States |
| Report To (Name): Darryl Washington II     |                    | Telephone #: 803-917-0291  |                        |
| Email Address: washindh@fmc.sc.edu         |                    | Fax #:   | Purchase Order:        |
| Project Name/Number: <u>Siz Pickens St</u> |                    | Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail                         |                        |
| U.S. State Samples Taken: SC               |                    | CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt  |                        |

Turnaround Time (TAT) Options\* - Please Check

3 Hour   
 6 Hour   
 24 Hour   
 48 Hour   
 72 Hour   
 96 Hour   
 1 Week   
 2 Week

*\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. \*There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.*

|   |  |
|---|--|
| <b>PLM - Bulk (reporting limit)</b><br><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <u>mv</u><br><input type="checkbox"/> PLM EPA NOB (<1%)<br>Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)<br>Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)<br><input type="checkbox"/> NIOSH 9002 (<1%)<br><input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)<br><input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)<br><input type="checkbox"/> OSHA ID-191 Modified<br><input type="checkbox"/> Standard Addition Method | <b>TEM - Bulk</b><br><input checked="" type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1<br><input type="checkbox"/> NY ELAP Method 198.4 (TEM)<br><input type="checkbox"/> Chatfield Protocol (semi-quantitative)<br><input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2<br><input type="checkbox"/> TEM Qualitative via Filtration Prep Technique<br><input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique<br><b>Other</b><br><input type="checkbox"/> |
|---|--|

Check For Positive Stop - Clearly Identify Homogenous Group      Date Sampled:

Samplers Name: \_\_\_\_\_ Samplers Signature: \_\_\_\_\_

| Sample # | HA # | Sample Location | Material Description |
|----------|------|-----------------|----------------------|
|          |      |                 |                      |
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|          |      |                 |                      |

Client Sample # (s): \_\_\_\_\_ Total # of Samples: 6

Relinquished (Client): \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Received (Lab): mv Date: 3/22/13 Time: 10:00

Comments/Special Instructions:

Reset Form Print Form

1783



Sample Analysis Date: 03-20-2013

Type of Analysis: Lead / Asbestos

Turn Around Time 24 HRS

Building # 513 PICKENS ST EXTERIOR

| Area | Sample ID | Material Sampled                     | Material Location                               | F/NF | Cond | Quantity   | Pot to Disturb |
|------|-----------|--------------------------------------|---|------|------|------------|----------------|
| 1    | 1         | EXTERIOR WALL MATERIAL               | REAR MAIN OF BUILDING                           | F    | G    | 1000 SQ FT | LOW            |
| 2    | 2         | EXTERIOR WALL MATERIAL               | REAR MAIN OF BUILDING                           | F    | G    | 1000 SQ FT | LOW            |
| 3    | 3         | EXTERIOR WALL MATERIAL               | REAR MAIN OF BUILDING                           | F    | G    | 1000 SQ FT | LOW            |
| 4    | 4         | FELT PAPER                           | BEHIND HARD WALL MATERIAL REAR MAIN OF BUILDING | F    | G    | 1000 SQ FT | LOW            |
| 5    | 5         | FELT PAPER                           | BEHIND HARD WALL MATERIAL REAR MAIN OF BUILDING | F    | G    | 1000 SQ FT | LOW            |
| 6    | 6         | FELT PAPER (1cm <sup>2</sup> per sq) | BEHIND HARD WALL MATERIAL REAR MAIN OF BUILDING | F    | G    | 1000 SQ FT | LOW            |
|      |           |                                      |   |      |      |            |                |
|      |           |                                      |   |      |      |            |                |
|      |           |                                      |   |      |      |            |                |
|      |           |                                      |   |      |      |            |                |

License # ASBI-00568  
 FM# FM00421930  
 Requestor DALE BRANHAM

Signature *[Signature]*  
 Ty Russell 803-777-1208  
 720 College St  
 Columbia, SC 29208  
 NTRusse@fmc.sc.edu

Send lab results in PDF format as soon as possible to:  
 Darryl Washington 803-777-2399  
 720 College St  
 Columbia, SC 29208  
 WashinDH@fmc.sc.edu

Fax # 803-777-3990

# FM00413401

# USC Work Order

**Description** HAZMAT SURVEY DM12 513 PICKENS AND ANNEX ROOF REPLACEMENT

|                  |                        |                     |                   |
|------------------|------------------------|---------------------|-------------------|
| <b>Site</b>      | COLUMBIA               | <b>Assigned To</b>  | JPROVENCE         |
| <b>Building</b>  | 129 513 PICKENS STREET | <b>Crew</b>         | HAZMAT            |
| <b>Floor</b>     | ROOF                   | <b>Start Date</b>   | <b>Priority</b> 5 |
| <b>Equipment</b> | <b>Room:</b>           | <b>Due date</b>     | 31-DEC-12         |
|                  |                        | <b>Request Date</b> | 29-NOV-12         |
|                  |                        | <b>by</b>           | CHAPMAS           |

|                    |            |                    |   |
|--------------------|------------|--------------------|---|
| <b>Request #</b>   | FM00413401 | <b>Description</b> | HAZMAT SURVEY DM12 513 PICKENS AND ANNEX ROOF REPLACEMENT |
| <b>Parent WO #</b> |            |                    |   |

|                  |            |   |
|------------------|------------|---|
| <b>CP Number</b> | CP00366420 | DM12 513 PICKENS AND ANNEX ROOF REPLACEMENT |
|------------------|------------|---|

|                                      |          |
|--------------------------------------|----------|
| <b>State/Internal Project Number</b> | H27-6100 |
|--------------------------------------|----------|

|                           |               |                        |  |
|---------------------------|---------------|------------------------|--|
| <b>Requestor</b>          | BRANHAM, DALE | <b>Project Manager</b> | BRANHAM, DALE                                |
| <b>Telephone</b>          | 7-1288        | <b>Telephone</b>       | 7-1288                                       |
| <b>Alternate</b>          |               | <b>Estimated Cost</b>  | \$ 0.00                                      |
| <b>Telephone</b>          |               | <b>Billing</b>         | FIXED PRICE                                  |
| <b>Non-Available Time</b> |               |                        | 53100-W797-57120 (DEFERRED MAINTENANCE 2012) |

**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> |
|------------------|--------------|

**01-FEB-13 HAZMAT SURVEY RESULTS - REVISED 4/29/13**

SURVEY DATE:1/28/13

INSPECTOR #: ED PITTS

STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR ASBESTOS CONTAINING MATERIALS RESULTS FOLLOWS

ROOFING MATERIAL ( MAIN ROOF )- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

ROOFING INSULATION ( MAIN ROOF )- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

ROOFING MATERIALS ( WINGS OFF OF BUILDING )- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

EXTERIOR WALL MATERIALS ( SIDING OF BLD )- POSITIVE FOR ASBESTOS CONTAINING MATERIALS

FELT PAPER ( MATERIAL LOCATED UNDER SIDING OF BUILDING )- NEGATIVE FOR ASBESTOS CONTAINING MATERIALS

TEM CONFIRMS NEGATIVE RESULTS FOR THE ROOFING MATERIALS SAMPLED FOR THIS BUILDING

IF YOU ENCOUNTER ANY SUSPECT MATERIALS IN PLACE AND DEEM IT SUSPECT FOR ASBESTOS AND IT IS NOT LISTED ABOVE PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT

REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

[greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 021301783

CustomerID: UNSC62

CustomerPO:

ProjectID:

Attn: **Darryl Washington**  
**University of South Carolina**  
**743 Greene Street**  
**Columbia, SC 29208**

Phone: (803) 777-7000  
 Fax: (803) 777-7334  
 Received: 03/22/13 10:00 AM  
 Analysis Date: 3/22/2013  
 Collected:

Project: 513 Pickens St Exterior

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

| Sample              | Description            | Appearance                             | Non-Asbestos                  |                         | Asbestos       |
|---------------------|------------------------|--|-------------------------------|-------------------------|----------------|
|                     |                        |  | % Fibrous                     | % Non-Fibrous           | % Type         |
| 1<br>021301783-0001 | Exterior Wall Material | Gray/Tan<br>Fibrous<br>Heterogeneous   |                               | 80% Non-fibrous (other) | 20% Chrysotile |
| 2<br>021301783-0002 | Exterior Wall Material | Gray/Tan<br>Fibrous<br>Heterogeneous   |                               | 80% Non-fibrous (other) | 20% Chrysotile |
| 3<br>021301783-0003 | Exterior Wall Material | Gray/Beige<br>Fibrous<br>Heterogeneous | <1% Cellulose                 | 80% Non-fibrous (other) | 20% Chrysotile |
| 4<br>021301783-0004 | Felt Paper             | Black<br>Fibrous<br>Heterogeneous      | 60% Cellulose<br>1% Synthetic | 39% Non-fibrous (other) | None Detected  |
| 5<br>021301783-0005 | Felt Paper             | Black<br>Fibrous<br>Heterogeneous      | 60% Cellulose<br>1% Synthetic | 39% Non-fibrous (other) | None Detected  |
| 6<br>021301783-0006 | Felt Paper             | Black<br>Fibrous<br>Homogeneous        | 60% Cellulose<br>1% Synthetic | 39% Non-fibrous (other) | None Detected  |

Analyst(s)

*Kristie Elliott (4)*  
*Stephen Bennett (2)*

Stephen Bennett, Laboratory Manager  
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%  
 Samples analyzed by EMSL Analytical, Inc. Kernersville, NC NVLAP Lab Code 102104-0, Virginia 3333-000228, West Virginia LT000321

Initial report from 03/22/2013 12:08:04





**EMSL Analytical, Inc.**

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EMSL Order: 021301783  
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Attn: **Darryl Washington**  
**University of South Carolina**  
**743 Greene Street**  
**Columbia, SC 29208**

Phone: (803) 777-7000  
Fax: (803) 777-7334  
Received: 03/22/13 10:00 AM  
Analysis Date: 3/24/2013  
Collected:

Project: 513 Pickens St Exterior

**Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by TEM  
via EPA/600/R-93/116 Section 2.5.5.1**

| SAMPLE ID           | DESCRIPTION | APPEARANCE                               | % MATRIX MATERIAL | % NON-ASBESTOS FIBERS | ASBESTOS TYPES       |
|---------------------|-------------|--|-------------------|-----------------------|----------------------|
| 6<br>021301783-0007 | Felt Paper  | Brown /Black<br>Fibrous<br>Heterogeneous | 100               | None                  | No Asbestos Detected |

Analyst(s) \_\_\_\_\_  
Scott Combs (1)

Stephen Bennett, Laboratory Manager  
or other approved signatory

This laboratory is not responsible for % asbestos in total sample when the residue only is submitted for analysis. The above report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.  
Samples analyzed by EMSL Analytical, Inc. Kernersville, NC

Initial report from 03/24/2013 14:46:25

## SECTION 01000 – GENERAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. The Drawings and general provisions of the Contract, including General and Supplementary Conditions of the Specifications apply to this section. Applicable parts of other technical specifications that require coordination with the work specified in this Section also apply to this Section.

#### 1.2 PROJECT NAME

- A. The name of this project is 513 Pickens Street and Annex Roof Replacement, Owner's Project Number H27-6100.

#### 1.3 PROJECT LOCATION

- A. The work specified under this contract is located at 513 Pickens Street on the main campus of the University of South Carolina, Columbia, South Carolina

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work specified under this project generally consists of the complete removal and disposal of all existing roofing, roof insulation, spray foam, membrane and metal flashings, existing asbestos containing wall panels and all associated miscellaneous components.
- B. Installation of new insulation, new SBS-modified bitumen membrane roofing, new structural standing seam metal roof panels, new overflow scuppers, new membrane and metal flashings, new metal wall panels and all associated miscellaneous components.

#### 1.5 WORK BY OWNER

- A. The Owner may be performing work adjacent to this site during the construction period.

#### 1.6 ACCESS TO THE SITE

- A. The Contractor shall have full access to the site during normal working hours. It is anticipated that work will occur between 8:00 a.m. and 6:00 p.m. daily. Due to noise concerns, Contractor may need to coordinate certain phases of the construction with the Owner.

#### 1.7 COORDINATION WITH THE OWNER

- A. Coordination of this work with the Owner is of utmost importance. The Owner must have access to the site and adjoining areas to be able to continue ongoing programs.

- B. The Contractor shall maintain the site in a clean and safe condition so that use by the Owner will not be unreasonably impeded.
- C. There will be continual vehicular and pedestrian traffic in and adjacent to the work site. The Contractor shall be responsible for any safety barricading of the work site to insure the safety of the site for these pedestrians.
- D. The Contractor shall be responsible for providing any and all traffic control devices necessary for the prosecution of this work.

#### 1.8 PROJECT MEETINGS

- A. Pre-construction Conference: Prior to the start of work, there shall be a conference attended by the Contractor, Subcontractor(s), the Owner's representative, roofing manufacturer's representative, and other parties who may be designated by the Owner, to be convened at the work site for the purpose of reviewing the specifications and job condition and resolving any questions arising. The date and time of this pre-construction conference shall be coordinated with both the Owner and the Engineer.

#### 1.9 WORK SCHEDULES AND PHASING REQUIREMENTS

- A. The Contractor shall accomplish the scope of work specified in these documents in such manner as to minimize traffic disruption. The method and schedule that the Contractor proposes to accomplish the work shall be approved by the Owner prior to beginning the work.
- B. Owner requires a weekly email schedule (every Monday) from the Contractor that shows what is scheduled to happen that week and what is forecast for the project duration, broken down by major task/area.

#### 1.10 USE OF SITE

- A. The Contractor shall have full use of the site as required to accomplish the specified construction, limited only by the Owner's right to perform maintenance operations on adjacent facilities and to accommodate any special events that may arise that require use of the site.
- B. The Contractor shall limit the construction operations to the areas noted on the Drawings and in the Contract Documents. Particular care shall be taken in avoiding existing trees and other landscape material within the confines of or adjacent to the construction area.
- C. The Contractor shall resume full responsibility for the protection and safe-keeping of materials, equipment, and ongoing work on the site. Do not unreasonably encumber the site with materials and equipment that may pose unnecessary risk to both pedestrian and vehicular traffic.
- D. See Section 01400 – Quality Requirements concerning access to the work area and use of the building.

#### 1.11 TESTING LABORATORY SERVICES

- A. The Owner may contract laboratory testing services directly with a qualified testing firm. The Contractor shall coordinate and be responsible for scheduling any required testing with the testing laboratory. The Contractor shall also be responsible for payment to the laboratory for retesting of any installation failing initial testing.

#### 1.12 SANITARY FACILITIES

- A. The Contractor shall furnish and maintain a portable chemical toilet for use by all contract forces on the project. Use of any University facilities is not permitted. The location of the chemical toilet shall be coordinated with the Owner's Representative.

#### 1.13 TEMPORARY BARRICADES

- A. The Contractor shall be responsible for furnishing and maintaining all necessary barricades, fencing, and other required barriers to ensure the safety of the site.

#### 1.14 GROUNDS AND LANDSCAPING PROTECTION

- A. Protect grounds and landscaping from damage. In the event of damage, restore damaged property to a condition equivalent to that at time of start of operations.

#### 1.15 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall be responsible for strict compliance with all sediment and erosion control measures as specified in any applicable South Carolina DHEC Erosion and Sediment Control Permit and as indicated on the Drawings.

#### 1.16 FIELD ENGINEERING

- A. The Contractor shall be responsible for all field engineering and site layout work and for the verification of all field dimensions and material quantities required for the execution of this project.

#### 1.17 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- A. The Contractor shall be responsible for the legal disposal of all construction waste and debris that is generated on this project. This includes both waste produced by specified demolition as well as domestic waste generated by the Contractor's personnel on the site. Disposal of all waste must be at a properly licensed solid waste landfill.

#### 1.18 FINAL CLEANING

- A. Prior to requesting an inspection for Substantial Completion, clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions in the use of cleaning equipment, materials, or products.

- B. Clean the site of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.
- C. Remove any temporary protection and facilities installed for protection of work during construction.

PART 2 - PRODUCTS – (Not Used)

PART 3 - EXECUTION – (Not Used)

END OF SECTION 01000

## SECTION 01100 – GENERAL INFORMATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications Sections, apply to this section.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The project consists of Roof Areas A, B, C, D, E, F, G, H and I at 513 Pickens Street and Annex.
- B. Project Location: University of South Carolina, 513 Pickens Street, Columbia, South Carolina.
- C. Owner: University of South Carolina.
- D. The terms "Architect" and "Engineer" used in the contract documents are that individual, partnership, or corporation engaged by the Owner for the preparation of certain of the Contract Documents, and referred to in the Contract Documents. The "Architect" or "Engineer" may, however, be an Architect, Architect-Engineer, Engineer or other design professional authorized by the Owner to perform such functions and the terms are interchangeable.
- E. Engineer Identification: The Owner has elected to designate Stafford Consulting Engineers, Charlotte, North Carolina as Engineer for this Project.
- F. Furnish all labor, materials, tools, equipment, devices, appliances, utilities, transportation, and other facilities and services necessary to accomplish the work described in these specifications.
- G. Work under the Base Bid generally consists of the following:
  - 1. Complete removal and disposal of existing EPDM roofing system, ballast, asphalt built-up roofing system, cap sheet and associated components; installation of new insulation, new two-ply SBS-modified bitumen membrane roofing system, new gutters and downspouts, new drain scuppers with conductor heads and downspouts, new overflow scuppers, new membrane and metal flashings and associated components.
  - 2. Complete removal and disposal of existing spray foam, metal roof panels, gutters, downspouts and associated components; installation of new structural standing seam metal panel roofing, new gutters and downspouts, new vented ridge cap at select locations and all associated components.
  - 3. Removal and regulated disposal of existing asbestos containing wall panels and felt underlayment at wall under Area B; installation of new felt underlayment and new metal siding. Include all costs of asbestos abatement in the Base Bid.
  - 4. All associated miscellaneous work as specified herein.

### 1.3 DESCRIPTION OF THE EXISTING SYSTEMS

- A. Information in this Section is provided only to establish a general description of the existing systems. The Contractor is responsible for visiting the site and becoming satisfied as to the existing conditions, size of roof areas, etc. before preparation and submission of bid. Receipt of bid will be considered evidence Contractor has inspected roof or otherwise become satisfied on all details relating to the work.
- B. Existing Systems are as follows:
  - 1. Area A:
    - a. Ballasted EPDM roofing membrane.
    - b. Approximately 3-1/4 inch tapered polyisocyanurate insulation at parapet wall (low point). Slope is approximately 1/4 inch per foot.
    - c. Concrete deck.
  - 2. Area B:
    - a. Asphalt built-up roof with modified bitumen cap sheet.
    - b. Approximately 3 inch polyisocyanurate insulation.
    - c. Slope is approximately 1/4 inch per foot and is in the structure.
    - d. Plywood roof deck.
  - 3. Areas C, D, E:
    - a. Approximately 2 inch spray foam.
    - b. Manufactured metal roof panels.
    - c. Slope is approximately 4 inches per foot and is in the structure.
    - d. Steel purlins spaced 5 feet on center.
    - e. Steel rafters spaced 20 feet on center.
  - 4. Areas F, G, H and I:
    - a. Ballasted EPDM roofing membrane.
    - b. 3-1/2 inch polyisocyanurate insulation.
    - c. Plywood roof deck.
    - d. Slope is approximately 1 inch per foot and is in the structure.
- C. Drainage on Areas A and B is to drain scuppers to conductor heads and downspouts. Drainage at Areas C, D, E, F, G, H and I is to gutters and downspouts. Area A has overflow drains with drain leaders in the walls that exit at ground level.
- D. Base flashings generally consist of modified bitumen or EPDM membrane, accordingly.
- E. Metals generally consist of galvanized steel.

F. The approximate sizes of the roof areas in square feet are as follows:

|    |         |            |
|----|---------|------------|
| 1. | Area A: | 5,860      |
| 2. | Area B: | 4,200      |
| 3. | Area C: | 4,375      |
| 4. | Area D: | 4,375      |
| 5. | Area E: | 4,375      |
| 6. | Area F: | 130        |
| 7. | Area G: | 650        |
| 8. | Area H: | 530        |
| 9. | Area I: | <u>130</u> |
|    | Total:  | 24,625     |

G. Area A is approximately 26 feet above grade. Area B is approximately 15 feet above grade. Areas C, D, and E are approximately 12 feet above grade at the eaves. Areas F, G, H and I are approximately 10 feet above grade at the eaves.

H. Walls beneath Areas A and B consist of painted EIFS. Walls beneath Areas C, D and E consist of painted metal wall panels and walls beneath Areas F, G, H and I consist of painted CMU.

I. Wall cladding at the West Elevation of the building on Pickens Street under Area B generally consists of asbestos containing cementitious wall tiles.

J. Various lines, including but not necessarily limited to conduit, wires and cables are present on roof surface. Contractor is responsible to become familiar with the locations, purposes and types of lines present and to ensure that all lines are properly protected during the course of the work, remain in service during the course of the work and are repositioned in their appropriate places at the conclusion of the work unless specifically indicated otherwise herein or on drawings. Contractor is to carefully coordinate any activities relating to such lines with the Owner prior to conducting such activities.

K. Contractor shall be responsible to document all existing damage to facility prior to beginning work and producing documentation acceptable to Engineer prior to starting work. Damage discovered during the project which was not documented and which is not clearly the responsibility of others may be presumed by the Engineer or Owner as the responsibility of the contractor. Documentation may be in the form of written statements and/or drawings but must also be supported with photographs and/or video tape supplied by contractor.

#### 1.4 SAFETY AND PROTECTION

##### A. PROTECTION OF BUILDING AND PROPERTY

1. Contractor will note that building will remain occupied during work. He is responsible for taking all precautions necessary to protect building, contents, and personnel from damage or injury from his operations, and from water entry into the building during construction. Dirt and dust must be kept to a minimum.
2. At conclusion of each day's work, Contractor shall carefully inspect work including temporary daily tie-offs to ensure system is completely water tight; all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations.
3. On normal workdays when contractor does not work due to inclement weather or other reasons, Contractor's superintendent shall visit the site no later than his normal start time and verify that the system is completely water tight; all stored materials are suitably



protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations. Contractor shall be prepared to implement emergency repairs as necessary to prevent leakage into the facility up to and including placing containers to collect water should it pass into the building. Contractor will be responsible for all damages due to water intrusion.

4. Prior to starting work Contractor shall obtain approval of the Owner for locations, with the intention of causing minimal disruption to traffic flow to the facility and normal operations. Storage of equipment and materials shall not block or impede entrances, exits, and vehicular or pedestrian traffic. Work will be restricted to approved locations.
5. Submit plans for removal and reroofing to Owner for his approval prior to starting work so that, if necessary, inside operations can be coordinated with the roofing work.
6. All debris and removed material shall be removed from the site in a timely manner to minimize accumulation. At the end of each work day, Contractor is to clear site of all trash, debris, or materials associated with the roofing work.
7. Contractor will be responsible for any damage to grounds and landscaping. In the event of damage he shall restore damaged property to a condition equivalent to that at time of start of operations. All asphalt stains or spills resulting from the roofing work shall be removed.
8. Before moving equipment or materials over a roof, the Owner, Roofing Contractor, and any of their agents must protect the existing roof from damage during and following roofing work. Movement of equipment and materials without roof protection shall be cause for the Owner, Roofing Contractor or Engineer to stop work until protection is provided and any damage is corrected. The Owner's roofing inspector shall record all such violations.
9. The Contractor, as a specific requirement of the project, is required to take all necessary precautions including, but not limited to, providing temporary floor covering during the project in the building and exit corridors necessary in the removal course of the project to be utilized by the Contractor and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This protection is not limited to floors, but also includes walls, ceilings, and furnishings in and along the construction pathway. The Contractor shall be required to clean, repair, or replace any building surface or furnishing damaged by the work force.
10. During removal of the existing metal roof panels and installation of the new metal roof panels at Roof Areas C, D and E, Contractor shall take all necessary precautions to protect the attics and their contents at all times. At no time are more existing panels to be removed in one day than new panels can be installed in that same workday. Post a watchman inside the buildings during the work at these areas to ensure no damage is done to the attic spaces or their contents.

## B. FENCING AND BARRICADES

1. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary precaution to prevent damage, injury or loss to:
  - a. All employees on the work and other persons who may be affected thereby.
  - b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
  - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the

conditions and progress of the work, all necessary safeguards for safety and protection. All damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor.

C. NOISE BARRIERS

1. Contractor shall control noise from operations so that building occupants are not affected.
2. Owner reserves the right to postpone or restrict work due to noise, fumes or disruptions to the building and occupants. There may be instances in which work must be relocated to another area or section. In instances when work is forced to be relocated, two (2) days' notice will be given to Contractor to allow Contractor to schedule approved non-disruptive work with Owner.

1.5 GUARANTEES AND WARRANTY

- A. Upon completion of the work, and before final payment, Contractor shall furnish Owner a Warranty, properly executed and printed on the Contractor's standard letterhead form. Warranty shall be in the form included herein.
- B. Upon completion of work, furnish from manufacturer a standard twenty (20) year finish warranty for all prefinished metal.
- C. Upon completion of the work, and before final payment and/or release of retainage, Contractor shall submit and shall obtain from each subcontractor, material supplier, and equipment manufacturer, an asbestos free warranty, properly executed and printed on Contractor's subcontractors', materials suppliers' or equipment manufacturers' standard letterhead form. The asbestos free warranty shall be in the form included herein and signed by a responsible officer of the Contractor, subcontractor, material supplier and equipment manufacturer and notarized.
- D. Upon completion of the work, a roof manufacturer's twenty (20) year warranty is required as specified in Section 07552 of these specifications.
- E. Upon completion of the work, a roof manufacturer's twenty (20) year warranty is required as specified in Section 07411 of these specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01100

## SECTION 01210 – BASE BID QUANTITIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications Sections, apply to this section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Base Bid Quantities.
- C. Related Sections include the following:
  - 1. Division 1 Section “Contract Modification Procedures” for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 1 Section “Unit Prices” for procedures for using unit prices.

#### 1.3 BASE BID QUANTITY PROCEDURES

- A. Prior to the conclusion of the project, credit the amount of unused Base Bid Quantities to Owner by Change Order.
- B. Deductive amounts of unit price work included in the Contract Sum will be calculated at 100% of the quoted unit price.

### PART 2 - PRODUCTS – Not Used

### PART 3 - EXECUTION

#### 3.1 BASE BID QUANTITY SCHEDULE

- A. Include the following Base Bid Quantities in the Contract Sum:
  - 1. Quantity No. 1: Replace 750 square feet of plywood roof deck.
  - 2. Quantity No. 2: Install 250 fasteners to secure plywood roof deck to framing members.
  - 3. Quantity No. 3: Install 250 square feet of sheet metal over gaps greater than 1/2 inch in width, joints, knots, etc. in plywood deck.
  - 4. Quantity No. 4: Replace 250 board feet of damaged or deteriorated wood blocking.
  - 5. Quantity No. 5: Wire brush, prime and paint 300 linear feet of rusted metal purlins/structural steel. Report any observations of significant damage or deterioration to Engineer.
  - 6. Quantity No. 6: Water test, connect and flash one (1) overflow drain at Area A.

- B. Refer to Division 1 Section "Unit Prices" for Unit Price Form to be included with Schedule of Values.

END OF SECTION 01210

## SECTION 01250 – CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications Sections, apply to this section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section “Base Bid Quantities” for procedural requirements for handling and processing allowances.
  - 2. Division 1 Section “Unit Prices” for administrative requirements for using unit prices.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a Proposal Request Form estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
    - b. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for change to Engineer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
  - 3. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

C. Proposal Request Form: Use AIA Document G709 for proposal requests.

#### 1.4 CHANGE ORDER PROCEDURES

A. When the original construction contract is within the Agency's construction certification limit, Change Orders shall be authorized as follows:

1. If the Change Order does not cause the total construction amount to exceed the Agency's construction certification limit, then the Agency may authorize the work. The agency does not need to notify the OSE of these Change orders.
2. If the Change Order causes the total construction contract amount to exceed the Agency's construction certification limit, then the Change Order must be approved by the State Engineer prior to the Contractor performing any work.
  - a. The agency shall submit the Change Order to the OSE on Form SE-480, along with all items listed in Chapter 3, paragraph 3.13 (describing how the construction contract was procured) for review and approval.
  - b. The construction contract shall thereafter be administered as a contract that originally exceeded the Agency's construction certification limit, as described in Paragraph 7.14.

B. When the original construction contract award exceeds the Agency's construction certification limit, Change Orders shall be authorized as follows:

1. If the Change Order has any item or change in work which exceeds the Agency's construction change order certification limit, then the Change Order shall be authorized by the State Engineer prior to the contractor performing any work.
  - a. The agency shall send the Change Order, along with all substantiating data to the OSE for review and approval.
  - b. This applies to a change in work which deducts from the contract amount as well as a change in work that adds to the contract amount.

C. Change Order proposal shall be submitted by the Contractor to the Engineer with a breakdown suitable for proper review. At a minimum, the breakdown should include line items for materials, labor, insurance, bonds and overhead and profit. If the proposal is approved by the Engineer, a recommendation will be made to the Owner. If approved by Owner, Engineer will provide written confirmation to the Contractor to proceed with proposed work.

1. The Contractor shall not commence work or purchase materials for such proposed work until written approval is received.
2. All changes in the work must be reviewed by Engineer and forwarded to Owner.

D. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on SE-480, Construction Change Order.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION 01250

## SECTION 01270 – UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specifications Sections, apply to this section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Division 1 Section “Base Bid Quantities” for procedures for using unit prices to adjust quantity allowances.
  - 2. Division 1 Section “Contract Modification Procedures” for procedures for submitting and handling Change Orders.
  - 3. Division 6 Section “Rough Carpentry.”
  - 4. Division 7 Section “Preparation.”

#### 1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Include in unit prices all necessary material, plus cost for delivery, installation, insurance, taxes, overhead and profit.
- B. Contractor shall maintain a daily log showing dates, location and exact quantities of unit price work. Copies of log and appropriate change order forms shall be submitted with each application for payment unless no unit price work is accomplished during the period covered by the application.
- 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 list 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 LIST OF UNIT PRICES

- A. Unit Price No. 1: Replace plywood deck.
  - 1. Description: Repair damaged or deteriorated plywood deck according to Division 7 Section "Preparation."
  - 2. Unit of Measurement: Per square foot.
- B. Unit Price No. 2: Resecure wood deck.
  - 1. Description: Resecure existing wood deck to existing structure according to Division 7 Section "Preparation."
  - 2. Unit of Measurement: Per fastener.
- C. Unit Price No. 3: Plate wood deck.
  - 1. Description: Install sheet metal over joints, knots, etc. in wood deck according to Division 7 Section "Preparation."
  - 2. Unit of Measurement: Per square foot.
- D. Unit Price No. 4: Replace wood blocking.
  - 1. Description: Replace damaged or deteriorated wood blocking according to Division 7 Section "Preparation."
  - 2. Unit of Measurement: Per board foot.
- E. Unit Price No. 5: Wire brush, prime and paint metal purlins/structural steel.
  - 1. Description: Wire brush, prime and paint corroded metal purlins and/or structural steel according to Division 7 Section "Preparation."
  - 2. Unit of Measurement: Per linear foot.
- F. Unit Price No. 6: Water test, plumb and flash overflow drain at Area A.
  - 1. Description: Water test previously covered overflow drain for clog with University maintenance personnel present (University maintenance personnel to remove clog if clog is present); connect overflow drain to existing drain leader according to Division 7 Section "Preparation" and flash according to Division 7 Sections "SBS-Modified Bitumen Membrane Roofing; and "Sheet Metal Flashing and Trim."
  - 2. Unit of Measurement: Per drain.

**UNIT PRICE FORM**  
**(To Be Included with Schedule of Values)**

FOR PROJECT: PROJECT NAME: 513 PICKENS STREET AND ANNEX  
 ROOF REPLACEMENT  
 PROJECT NO.: H27-6100

| No. | Description   | Base Bid Quantity | Unit of Measurement | Unit Price |
|-----|---|-------------------|---------------------|------------|
| 1.  | Replace plywood deck.   | 750               | SF                  | \$ _____   |
| 2.  | Install fasteners to secure plywood roof deck to framing members.                                       | 250               | FASTENER            | \$ _____   |
| 3.  | Install sheet metal over gaps greater than 1/2 inch in width, joints, knots, etc. in plywood roof deck. | 250               | SF                  | \$ _____   |
| 4.  | Replace damaged or deteriorated wood blocking.  | 250               | BF                  | \$ _____   |
| 5.  | Wire brush, prime and paint metal purlins/structural steel.   | 300               | LF                  | \$ _____   |
| 6.  | Water test, connect to existing leader and flash overflow drain.  | 1                 | DRAIN               | \$ _____   |

Bidder acknowledges 1) that the estimated base bid quantities are subject to increase or decrease depending on actual conditions encountered, 2) that payment will be made on actual quantities at the Unit Prices stated herein, and 3) that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the contract amount by direct increase or decrease.

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

ADDRESS: \_\_\_\_\_

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

END OF SECTION 01270

## SECTION 01290 – PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Prior to start of any work, Contractor must submit to Owner a Schedule of Values on a copy of AIA Document G703 listing each phase of the work and its scheduled value. Contractor must be prepared to verify all material costs by producing supplier invoices, bills of lading, etc. upon request by Owner.
  - 3. Schedule of Values, shall include labor and material line items for all material components with a material value of more than \$2,000.00 or 5% of the contract amount (whichever is least). The schedule of values must include, as a minimum, line items for any of the following which are applicable to this project including separate labor and material line items where applicable.
    - a. Performance and Payment Bonds
    - b. Demolition
    - c. Rough Carpentry
    - d. Metal Wall Panels
    - e. Insulation
    - f. Membrane Roofing
    - g. Metal Roofing
    - h. Sheet Metal Flashing and Trim
    - i. Site Cleanup
    - j. Manufacturer's Inspections
    - k. Warranties
  - 4. Base Bid Quantities: Provide a separate line item in the Schedule of Values for each quantity. Show line-item value of base bid quantity, as a product of the unit cost,

multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

5. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
7. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Unit Price Form.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Monthly pay estimates shall be submitted to Engineer in triplicate on AIA Document G702 and AIA Document G703.
- B. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- C. Applications for payment requesting payment for materials will not be certified or approved unless accompanied with Manufacturer's Certificates of Compliance for those materials. It is suggested that Contractor request material certificates of compliance from material suppliers at the time materials are ordered.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. List of Contractor's staff assignments.
  5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  6. Initial progress report.
  7. Report of preconstruction conference.
  8. Certificates of insurance and insurance policies.
  9. Manufacturers' Certificates of Compliance (for materials).
- E. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

## SECTION 01330 – 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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples and other miscellaneous submittals.
- B. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.

#### 1.3 SUBMITTAL

- A. All submittals shall be due to Engineer ten (10) days after the date of the Notice to Proceed.
- B. Give the Engineer a written Materials List containing the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain Engineer's approval prior to placing orders.
- C. Furnish Manufacturer's Certificates of Compliance with materials' specifications, for materials incorporated into the work, signed by a responsible officer of the manufacturing firm and notarized.
- D. Prior to start of any work, Contractor must submit to Engineer a copy of AIA Document G703 listing each phase of the work and its scheduled value.
- E. Prior to the start of any work, Contractor shall submit to Engineer copies of Material Safety Data Sheets (MSDS) for all materials to be used in conjunction with this project.
- F. Contractor must submit to Engineer, prior to start of work, schedule of work (plans for removal and reroofing).
- G. Contractor must submit to Engineer, prior to start of work, written safety procedures to include, but not limited to, spill containment, fall protection, etc.
- H. Upon completion of the work, and before final payment, Contractor shall furnish Engineer a Manufacturer's Certificate clearly stating that the specified roof covering meets the requirements for an Underwriters' Laboratories, Inc. Class A roof covering.

#### 1.4 SHOP DRAWINGS AND SUBMITTALS

- A. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by Contractor or any Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor which illustrate some portion of the work. Samples are

physical examples furnished by Contractor to illustrate materials, equipment or workmanship and establish standards for the work.

- B. Within ten (10) days after the date of the Notice to Proceed, Contractor shall provide Engineer with a schedule of the dates for submission of each shop drawing and sample required by the Contract. The sequence of submittals shall permit an orderly review by Engineer with reasonable time allowed for checking, correction and rechecking corrections, as well as returning the approved or rejected shop drawings and samples to Contractor and, in turn, to any Subcontractor.
- C. The aforesaid schedule shall provide Engineer with at least 10 working days from the date Engineer receives a submittal until the date the submittal is required to be returned to Contractor. If a submittal contains more than 10 shop drawings, Contractor shall indicate which drawings must be returned within the period of 10 working days, and, in such event, Engineer shall have an additional 10 working days to return the balance of the submittal.
- D. Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with Contractor's progress schedule and the requirements of the Contract. Failure of Contractor to schedule and submit shop drawings and samples in ample time for checking, correction and rechecking will not justify any delay in the timely performance of the work. All shop drawings and samples shall bear the following information and shall be submitted by transmittal form:
  - 1. Owner's and Engineer's respective project numbers.
  - 2. Date of submittal.
  - 3. Submittal Number.
  - 4. Title of Project.
  - 5. Name of Contractor and date of Contractor's approval.
  - 6. Name of Subcontractor or supplier and date of submittal to contractor.
  - 7. Reference to Specification Section and Paragraph and/or Drawing Number(s).
  - 8. The specific location of that portion of the work covered by the submission.
  - 9. Any qualification, departure or deviation from the requirements of the Contract.
  - 10. Any additional information required by the Specifications for the particular material being furnished.

Note: Enclosed form of transmittal is for convenience and may be used at contractor's option, except that its use does not relieve contractor from the obligation to satisfy all submittal requirements. Should contractor elect not to use the enclosed form, then all required information must be provided on form supplied by contractor.

- E. Each shop drawing shall be numbered. The same numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the approval stamps of Contractor, Engineer and Engineer's consultants, if any.
- F. In submitting shop drawings for approval, all associated shop drawings relating to a complete assembly shall, where possible, be submitted at the same time so that each may be checked in relation to the entire proposed assembly.
- G. Contractor shall prepare composite shop drawings and installation layouts, when required, to depict proposed solutions for tight field conditions. The composite shop drawings and field installation layouts shall be coordinated in the field by Contractor and its Subcontractors for proper relationship to the work of all other trades involved in the work.
- H. Prior to submission, Contractor shall review, affix an impress stamp on, and indicate approval of all shop drawings and samples. Contractor shall determine and verify field measurements

and availability of the material, and shall have coordinated each shop drawing and sample with requirements of the Contract.

- I. With respect to standard manufactured items, Contractor shall submit to Engineer manufacturer's illustrated cuts of the items to be furnished showing details, sizes and dimensions and all other pertinent information. Sufficient copies of cuts shall be furnished so that Engineer may retain a minimum of three (3) copies of such cuts and return to Contractor the number of copies required for Contractor's use and distribution. Simultaneously, Contractor shall submit one copy of the same documents to Owner, using copies of the transmittal to Engineer.
- J. For all other shop drawings, Contractor shall submit to Engineer three (3) black and white prints of each drawing. Simultaneously, Contractor shall submit one print of the same documents to Owner using copies of transmittal to Engineer. The drawings will be returned to Contractor after review, comment and stamping by Engineer.
- K. Engineer will review Shop Drawings and Samples to determine conformance with the design concept of the Project and with the information given in the Contract. Engineer's approval of a separate item shall not be construed to mean approval of the assembly of which such item is a part.
- L. Engineer's approval of Shop Drawings or Samples shall not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor has informed Engineer in writing of such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall Engineer's approval relieve Contractor from responsibility for errors or omissions in the shop drawings or samples.
- M. Contractor shall make any corrections required by Engineer and shall resubmit corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing, or on resubmitted shop drawings, to revisions other than the corrections required by Engineer. The number and distribution of copies shall be the same as in Contractor's first submission.
- N. In the event that Engineer shall mark shop drawings "approved" or "approved as noted", Contractor shall make such corrections, if any, as may be noted. Correction shall be made on, and prints for final distribution shall be made from, the drawings bearing Engineer's notations and stamps. Final distribution of prints shall be made by Contractor.
- O. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples.
- P. Any work which will result in structural changes in walls, steel, floors and masonry shall not be commenced by Contractor prior to Engineer's written approval. Contractor's submission for such work shall fully describe all details of methods, shoring and bracing.

PART 2 - PRODUCTS – (Not Used)

PART 3 - EXECUTION – (Not used)



SUBMITTAL TRANSMITTAL

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

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Stafford Consulting Engineers  
2020 Starita Road, Suite E  
Charlotte, NC 28206

Project Name: 513 Pickens Street and Annex Roof Replacement

Owner: The University of South Carolina

Owner's Project Number: H27-6100

Stafford Consulting Engineers Project Number: FH136819

Submittal Number: \_\_\_\_\_ No. of Copies: \_\_\_\_\_

Specification Section and Paragraph Reference(s): \_\_\_\_\_

Drawing/Detail Reference(s): \_\_\_\_\_

Location of Work: \_\_\_\_\_

Product Manufacturer: \_\_\_\_\_

Supplier/Subcontractor: \_\_\_\_\_

Date submitted to Contractor: \_\_\_\_\_

Qualifications/Deviations From Specifications: \_\_\_\_\_

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

CONTRACTOR'S APPROVAL

THIS SUBMITTAL HAS BEEN PREPARED BY THE CONTRACTOR OR THOROUGHLY REVIEWED BY THE CONTRACTOR AND IS A CONTRACTOR APPROVED SUBMITTAL SUBJECT TO ANY QUALIFICATIONS MADE HEREON OR ON THE ATTACHMENTS.

SIGNED: \_\_\_\_\_

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

NAME: \_\_\_\_\_

\_\_\_\_\_

ENGINEER'S APPROVAL

APPROVED \_\_\_\_\_; APPROVED AS NOTED \_\_\_\_\_; NOT APPROVED - RESUBMIT \_\_\_\_\_;  
REVIEWED \_\_\_\_\_; APPROVED FOR CONSTRUCTION ACCORDING TO NOTATIONS.  
REVISE AND RESUBMIT \_\_\_\_\_; REFER TO APPROVAL STAMP ON ATTACHMENT \_\_\_\_\_

Checking by Engineer is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades.

SIGNED: \_\_\_\_\_

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

## PROJECT DOCUMENT CHECKLIST

PROJECT NAME: 513 Pickens Street and Annex Roof Replacement  
OWNER'S PROJECT NO. H27-6100  
SCE PROJECT NO.: FH136819

### SUBMITTALS

- Materials List
- Materials Certificate of Compliance
  - Lumber
  - Plywood
  - Prefinished Steel
  - Sealant
  - Membrane Roofing Base Ply
  - Membrane Roofing Cap Sheet
  - Gypsum Board
  - Polyisocyanurate Insulation
  - Base Flashing
  - Base Flashing Backer Sheet
  - Asphalt Primer
  - Asphalt Roofing Cement
  - Wood Fiber Cant Strips
  - Wood Fiber Tapered Edge Strips
  - Solder
  - Stainless Steel
  - Self-adhering Underlayment
  - Blanket Insulation
  - Metal Roofing Panels
- Manufacturer's Application Procedures
  - Membrane Roofing System
  - Metal Panel Roofing System
- Copies of Authorizations and Licenses from Authorities having jurisdiction
- AIA Document G703, Schedule of Values
- Material Safety Data Sheets
- Schedule for Removal and Installation
- Written Safety Procedures
- Underwriter's Laboratories, Inc. Class A Roof Covering Certificate from Roofing System Manufacturer
- Shop Drawings
- Metal Samples
- Color Charts
- Documentation of Existing Conditions
- Certification from Manufacturer that Contractor is an Approved Installer
  - Membrane Roofing System
  - Metal Panel Roofing System
- List of Subcontractors
- List of Contractor Staff Assignments and Qualifications
- Metal Panel Roof System Uplift Calculation
- Sample Manufacturer Warranties
  - Membrane Roofing System
  - Metal Panel Roofing System
- Written Plan for Protection of Attic Spaces and Contents of Areas C, D and E

END OF SECTION 01330

## SECTION 01400 – 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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This section includes administrative and procedural requirements for quality assurance and quality control.

#### 1.3 INSTALLER QUALIFICATIONS

- A. Installer must be licensed contractors of the class required by South Carolina Statutes for executing the work being performed. Contractor's name, address, State license number, and date of license must appear on the outside of envelope containing Contractor's proposal.
- B. Installer shall be a licensed Contractor with at least five (5) years of contracting experience in the type of work involved, and shall have performed work similar in scope to the work proposed in this project. Evidence of qualifications shall be available upon request by Owner. The contracting firm's experience will be considered in the enforcement of this provision. All experience must have been acquired by the bidding contractor named on the form of proposal. Firms using aliases, or who have changed names during the five (5) year period are subject to disqualification at the discretion of the Owner. Contractor shall demonstrate experience on a minimum of five (5) projects of similar size, scope and complexity to this project.
- C. Contractor shall submit certification from the roofing manufacturer that the Contractor is acceptable to the manufacturer as an installer of the manufacturer's system in all regards and no warranties required by the contract documents will be withheld by the manufacturer solely as a result of the Contractor's qualifications to perform the work.

#### 1.4 SUPERINTENDENT

- A. For the purpose of these Specifications the designation "superintendent" is hereby defined as the individual present on the job site at all times work is being performed, and whose primary responsibility is to supervise and direct the performance of the work.
- B. The superintendent shall not be changed except with the consent of the Owner and Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employment.
- C. The superintendent shall be in attendance at the project site at all times during the progress of the work and his duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen. Should the superintendent be absent temporarily from the project at any time, he shall designate a competent foreman to assume his duties.

- D. The superintendent shall have had a minimum of five (5) years continuous experience as a job superintendent.
- E. Only the project superintendent (or the designated foreman in the superintendent's absence) will be permitted inside the facility, except when accompanied by the superintendent to perform work or in cases of emergency.
- F. The Contractor shall provide the Owner, in writing, the name of the proposed project manager, job superintendent and foreman for approval no later than seven (7) days prior to the prework conference. Also include chronological listing of superintendent's experience by project name, type system, size and required warranty.
- G. Once approved, neither the project manager nor the superintendent will be changed except with the consent of the Owner unless either proves to be unsatisfactory to the Owner or Contractor, or ceases to be in the Contractor's employment.
- H. Promotion or reorganization within the company will not be an acceptable cause for reassignment of project manager or superintendent.
- I. It shall be the superintendent's responsibility to communicate all matters pertaining to the Work with the Owner and/or Engineer. In case of emergency or safety, superintendent shall communicate directly with the Owner or Owner's representative, and, immediately thereafter, notify the Owner and/or Engineer. No decisions regarding changes in the Work will be made without the Owner's knowledge.
- J. Each day before work begins, superintendent shall indicate on the Roof Plan the area to be reroofed that day. Color markers are appropriate for this purpose. If changes in the work schedule occur, the Owner shall be notified accordingly.
- K. The job superintendent shall be English speaking, able to communicate fluently with all workers and have a local contact phone number.

#### 1.5 WORKMANSHIP

- A. None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions in anything relating to this work, or who appears to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of the Owner be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the Contract and re-let the work.

#### 1.6 INSPECTION OF WORK

- A. Work found to be in violation of specifications or not in accordance with established workmanship practices and standards will be subject to complete removal and proper replacement with new materials at Contractor's expense.
- B. Owner will provide inspection during the work. Such inspection may be periodic or daily.
- C. The words "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Owner shall in no way, expressed or implied, relieve the contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this contract. The Owner shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

- D. No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to observe, object to or condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.
- E. Materials stored on site which are marked by the Inspector, Engineer or Owner as not meeting the requirements of the contract documents are to be removed from the site by the contractor immediately.
- F. Failure of Owner or Engineer to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, nor a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance of work or of material which is not strictly in accordance with the Contract, nor shall it be deemed to be a waiver by Owner of any of Owner's rights pursuant to this Contract or otherwise.
- G. Final Inspection shall be conducted as follows:
  - 1. The Engineer and Owner will conduct a final inspection of all work included in the contract as soon as possible after receiving written notification by the Contractor that the work is complete and ready for inspection.
  - 2. The final inspection report shall be prepared by the Engineer and Owner listing observed deficiencies and furnished to the Contractor.
  - 3. Engineer, with Owner approval, shall prepare and execute in triplicate a Certificate of Substantial Completion, AIA Document G704, and forward to the Contractor for processing after final inspection.
  - 4. Upon satisfactory completion of all deficiencies, Contractor shall initial each item on the report certifying his compliance and return to the Engineer.
  - 5. No portion of the final payment will be made until all items have been satisfactorily corrected and the project closeout documents submitted to the Engineer. Final payment shall be made within thirty (30) days of receipt of closeout documents.
  - 6. All project completion documents are to be submitted within thirty (30) days following acceptance by the Owner.

## 1.7 PERMITS

- A. Contractor is responsible to provide all permits for the project.
- B. Contractor must provide all protective structures, barriers, or other means of protection necessary to assure the public safety and to fulfill all requirements by governmental authorities.
- C. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction of Contractor's performance of the work or any part thereof. If Contractor knows, or should know that any requirement of these Specifications is at variance with any such laws, ordinances, rules, regulations or orders in any respect, Contractor shall promptly notify Engineer in writing and obtain written instructions before proceeding with the portion of the work thereby affected. If Contractor performs any work which is contrary to such laws, ordinances, rules and regulations without receiving Engineer's instructions, Contractor shall assume full responsibility therefor and shall bear all penalties and costs of remedying the work attributable thereto. However, this section shall not

be construed to require Contractor to perform detailed engineering calculations normally performed by Engineer except when specifically provided.

#### 1.8 CONTRACTOR PERSONNEL FACILITIES

- A. Contractor personnel may not use toilet or washroom facilities in existing buildings.
- B. Contractor will be responsible to provide portable toilet facilities and facilities for washing and clean-up as necessary. Facilities will be located at sites approved by the Owner.
- C. Campus lunchroom facilities will not be available to Contractor personnel.
- D. Tobacco products will not be permitted on the premises.
- E. Access to the roof will be by Contractor provided external means only.
- F. Access to building interior will not be permitted unless authorized by Owner.
- G. The University of South Carolina shall coordinate staging and material storage with the successful bidder at the preconstruction conference.

#### 1.9 SUBCONTRACTORS

- A. Use of Subcontractors to accomplish such miscellaneous or associated work as masonry, plumbing, relocation of conduit, service piping and/or HVAC equipment, etc. is permitted. Do not subcontract any part of the roofing work specified herein without the prior written consent of the Owner.

#### 1.10 PRECONSTRUCTION CONFERENCE

- A. Prior to the start of work there shall be a conference attended by the Contractor, the representative of the Owner, and other parties who may be designated by the Owner, to be convened at the work site for the purpose of reviewing the specifications and job conditions and resolving any questions then arising.
  - 1. The Contractor will need to contact the University fire marshal prior to mobilization, starting of work, and on the first day of construction.

#### 1.11 MANUFACTURER'S INSPECTIONS

- A. A technical representative of the roof system manufacturer shall conduct periodic inspections throughout the course of the work. The representative shall prepare a written report for each inspection and shall promptly provide a copy of each report to the Owner, Contractor and Engineer. Each report shall note any deficiencies the representative observes which require correction. A minimum of three (3) inspections is required for this project including a final inspection after contractor has completed installation of all roof system components.

PART 2 - PRODUCTS – (Not Used)

PART 3 - EXECUTION – (Not Used)

END OF SECTION 01400

## SECTION 01700 – EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. General installation of products.
  - 2. Progress cleaning.
  - 3. Protection of installed construction.
  - 4. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 1 Section “Submittal Procedures”

#### 1.3 SUBMITTALS

- A. **Manufacturer’s Field Services Submissions:** Where product manufacturers are required by the individual sections of the Specifications to provide qualified personnel to observe conditions of surfaces or other project conditions, installation or workmanship, start up or adjustment of equipment, tests or other activities, and to initiate instructions when necessary, the following shall be submitted to the Contracting Officer’s Representative:
  - 1. **Qualifications:** For approval, submit qualifications of observer at least 30 calendar days in advance of scheduled activities.
  - 2. **Report:** For information, submit report of activities and findings within 15 calendar days after the successful execution of the specified work. Include logs and other documented data where applicable.

#### 1.4 QUALITY ASSURANCE

- A. **Workmanship Standards:** Initiate and maintain procedures to ensure personnel performing the work are skilled and knowledgeable in the methods and craftsmanship needed to produce the required levels of workmanship in the completed work. Remove and replace work that does not comply with workmanship specified and standards recognized in the construction industry for the applications indicated. Remove and replace work damaged or deteriorated by faulty workmanship or replacement of other work.
  - 1. **Manufacturer’s Instructions:** Where installations include manufactured products, comply with manufacturer’s applicable installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.



2. Specialists: Where the individual sections of the specifications require specialists to perform the work, comply with the requirements specified in the Construction Contract Clauses. The assignment of a specialist shall not relieve the Contractor from complying with applicable regulations, union jurisdictional settlements or similar conventions, and the final responsibility for fulfillment of the entire requirements remains with the Contractor.
3. Minimum Quality and Quantity: The quality level or quantity shown or specified shall be the minimum required for the work. Except as otherwise indicated, the actual work shall comply exactly with that minimum or may be superior to that minimum within limits acceptable to the Contracting Officer's Representative. Specified numeric values are either minimums or maximums as indicated or as appropriate for the context of the requirements.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  1. Before construction, verify the location and points of connection of utility services.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. 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.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.5 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.

### 3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 01700

## SECTION 01733 – ASBESTOS PRODUCTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes procedural requirements relating to asbestos-containing materials.
- B. Related Sections include the following:
  - 1. University provided asbestos testing results.
  - 2. Division 7 Section "Preparation."

#### 1.3 PROCEDURES

- A. Products containing asbestos fibers are present on wall areas on which work is specified. Include in the Base Bid all costs for compliance with Owner's ACM abatement requirements in effect on the bid date, or scheduled to become effective prior to completion of the work. Cost incurred, if any, due to changes in existing or scheduled regulatory requirements will be resolved by Change Order to this Contract or by such other means as may be deemed in the best interest of the Owner.

#### 1.4 WARRANTY

- A. Upon completion of the work, and before final payment and/or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacturer and submit, a properly executed Asbestos Free Warranty. Provide Warranty in the form included herein. Ensure forms are signed by a responsible officer of the Contractor, subcontractor, material supplier and equipment manufacturer and are notarized.

### PART 2 - PRODUCTS (Not Used)

### PART 3 – EXECUTION (Not Used)

**ASBESTOS FREE WARRANTY**  
(on Contractor's standard letterhead)

Owner: The University of South Carolina

Location of Building: Columbia, South Carolina

Name of Building: 513 Pickens Street and Annex

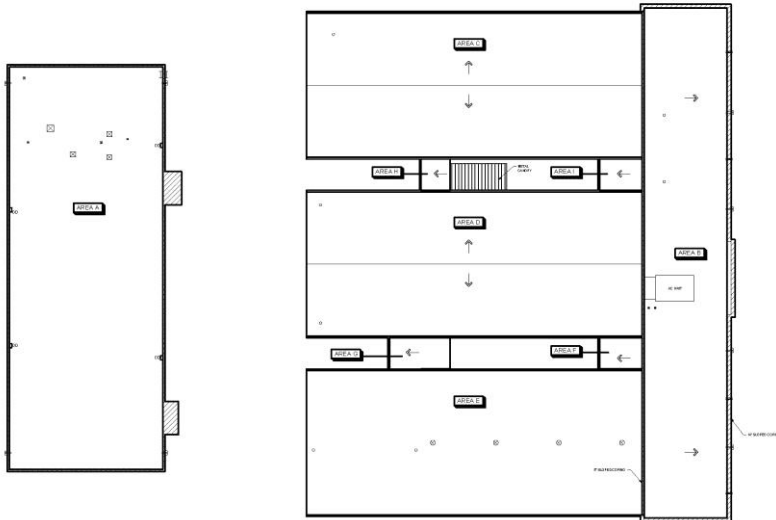
Know all men by these presents that we, \_\_\_\_\_  
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)

having furnished labor, materials, equipment and/or supplies; removed roofing, roof insulation, flashings and/or miscellaneous roof system and wall components; accomplished certain repairs to existing roof system; installed new roofing, roof insulation, flashing and/or miscellaneous roof system and wall components;

from, to and/or on \_\_\_\_\_ as shown on the roof plan below under  
(Buildings, Roof Areas, etc.)

contract between \_\_\_\_\_ and \_\_\_\_\_  
(Owner and Contractor) (Contractor and/or Subcontractor, Material Supplier or Equipment Supplier)

warrant to Owner with respect to said work that no materials containing asbestos fibers were incorporated into the work, and that, to our knowledge and belief, no materials containing asbestos remain in or are covered by the work.



Exceptions: \_\_\_\_\_  
If there are no exceptions, state "No Exceptions" here

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

WITNESS:

\_\_\_\_\_  
Company

\_\_\_\_\_

\_\_\_\_\_  
By

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

END OF SECTION 01733

## SECTION 01770 – 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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Complete final cleaning requirements, including touchup painting.
  - 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer 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 Owner, 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.

#### 1.4 FINAL COMPLETION

- A. Final Inspection shall be conducted as follows:

1. The Engineer and Owner will conduct a final inspection of all work included in the contract as soon as possible after receiving written notification by the Contractor that the work is complete and ready for inspection.
  2. The final inspection report shall be prepared by the Engineer and Owner listing observed deficiencies and furnished to the Contractor.
  3. Upon satisfactory completion of all deficiencies, Contractor shall initial each item on the report certifying his compliance and return to the Engineer.
  4. No portion of the final payment will be made until all items have been satisfactorily corrected and the project closeout documents submitted to the Engineer. Final payment shall be made within thirty (30) days of receipt of closeout documents.
  5. All project completion documents are to be submitted within thirty (30) days following acceptance by the Owner.
- B. Refer to Closeout Document Checklist at the end of this Section for all documents to be submitted and approved by Engineer.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - c. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - d. Clean transparent materials, including glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish glass, taking care not to scratch surfaces.
    - e. Remove labels that are not permanent.

- f. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - g. Leave project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.



## PROJECT DOCUMENT CHECKLIST

PROJECT NAME: 513 Pickens Street and Annex Roof Replacement  
OWNER'S PROJECT NO. H27-6100  
ENGINEER'S PROJECT NO. FH136819

### CLOSEOUT DOCUMENTS CHECKLIST

- Evidence of completion of Project closeout requirements.
- Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
- Updated final statement, accounting for final changes to the Contract Sum
- AIA Document G704, "Certificate of Substantial Completion."
- AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
- AIA Document G706A, "Contractor's Affidavit of Release of Liens."
- AIA Document G707, "Consent of Surety to Final Payment."
- Evidence that claims have been settled
- Contractor's Warranty (form attached)
- Asbestos Free Warranty (form attached)
- Manufacturer's Warranty
- Sheet Metal Finish Warranty
- Copy of Final Inspection
- Record Drawings

WARRANTY

Owner: University of South Carolina

Installer: \_\_\_\_\_

Location of Building: Columbia, South Carolina

Name of Building: 513 Pickens Street and Annex

Roof Areas: Areas A, B, F, G, H, and I

Date of Substantial Completion: \_\_\_\_\_

Know all men by these presents, that we, Installer as defined above, having installed insulation, roofing membrane, flashings, and sheet metal work, and having accomplished certain other work on the roof and wall areas identified above under contract between Owner and Contractor, warrant to Owner, with respect to said work that for a period of two years from date of Substantial Completion of said work, the roofing including insulation, roofing membrane, flashings, and sheet metal work, shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

Defects or failures resulting from abuse by the Owner.

Defects in design involving failure of (1) structural frame, (2) load-bearing walls, and (3) foundations.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars riots or civil commotion.

We, Installer, 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, Installer, further agree that for a period of two years from date of Substantial Completion 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 cold welds, open seams, blisters, wrinkles, ridges, splits, warped insulation, and loose flashings in a manner compatible to the system and acceptable under industry standards and general practice.

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

\_\_\_\_\_  
(Installer)

WITNESS:  
\_\_\_\_\_

by \_\_\_\_\_  
President

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

WARRANTY

Owner: University of South Carolina

Installer: \_\_\_\_\_

Location of Building: Columbia, South Carolina

Name of Building: 513 Pickens Street and Annex

Roof Areas: Areas C, D and E

Date of Substantial Completion: \_\_\_\_\_

Know all men by these presents, that we, (Contractor as defined above), having installed insulation, roofing, flashings and sheet metal work, and having accomplished certain other work on the roof areas identified above under contract between Owner and Contractor, warrant to Owner, with respect to said work that for a period of two years from date of final acceptance of said work by the Owner, the roofing including metal panels, flashings and sheet metal work, shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

Defects or failures resulting from abuse by the Owner.

Defects in design involving failure of (1) structural frame, (2) load-bearing walls, and (3) foundations.

Damage caused by fire, tornado, hail, 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 crazing, chalking or fading of the finish, loose panels, and loose flashings in a manner compatible to the system and acceptable under industry standards and general practice.

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

\_\_\_\_\_  
(IContractor)

WITNESS:

by \_\_\_\_\_  
President

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

My Commission Expires: \_\_\_\_\_

END OF SECTION 01770

## SECTION 06100 – ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Rooftop equipment bases and support curbs.
  - 2. Wood blocking.
  - 3. Plywood sheathing.
  - 4. Eave blocking.
  - 5. Wood framing.
  - 6. Siding furring strips.
- B. Related Sections include the following:
  - 1. Division 1 Section "Base Bid Quantities" for work associated with base bid quantities.
  - 2. Division 1 Section "Unit Prices" for work associated with unit prices.

#### 1.3 DELIVERY, STORAGE AND HANDLING

- A. Supply and keep all materials dry at all times prior to application.
- B. Store all lumber/plywood in dry, covered storage, or on platforms, and with weatherproof, breathable coverings. Coverings shall be waterproof breathable type material such as heavy canvas. Materials which are not stored under specified covers are subject to removal from site at Engineer's or Owner's discretion.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS

- A. Lumber: No. 2 grade (or better) southern yellow pine or douglas fir unless specifically noted otherwise. Each piece of lumber shall bear the inspection stamp of the Southern Pine Inspection Bureau (SPIB) or the Western Wood Products Association (WWPA) indicating the grade and type of lumber.
  - 1. Wood Preservative: Alkaline Copper Quaternary (ACQ) pressure-treatment conforming to AWPA Standard C-2 (above ground). Retention of preservative shall be 0.25 pcf. All material shall be kiln dried after treatment to 19 percent or less moisture content.
- B. Plywood: APA Rated Sheathing (CDX) with waterproof glue for exterior applications in thicknesses specified. All plywood shall comply with the requirements of U.S. Product

Standard PS1-07 and each sheet shall clearly bear the APA trademark of the American Plywood Association. Thickness to be 3/4 inch.

## 2.2 FASTENERS

- A. Provide hot dipped galvanized fasteners at all locations where fastener will come into contact with pressure-treated lumber.
- B. For securing lumber or plywood to lumber, provide hot dipped galvanized ring shank nails of sufficient length to penetrate a minimum of 1-1/2 inches into the underlying member but not smaller than 8d nails.
- C. For securing wood to concrete, secure using Tapcon Masonry fasteners at 12 inches on center, staggered.
- D. For securing wood to steel, secure using self-drilling/self-tapping fasteners.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Furnish and install new nominal 4, 6 and 8 inch wide wood blocking and/or wood nailers at all edges and openings as required for blocking to finish flush with the top of the existing wood blocking.
- B. Secure wood nailers over existing nailers with ring shank fasteners in two rows staggered and spaced not over 24 inches in each row.
- C. Stagger fasteners when securing nominal 6 inch wide lumber or wider.
- D. Secure new wood blocking and curbs at spacings of 12 inches on center in a staggered pattern.

### 3.2 EXISTING WOOD

- A. Inspect all existing wood blocking and framing carefully. If, in Contractor's opinion, there is existing wood which requires replacement, notify the Engineer. Do not proceed with removals or replacement until directed by Owner. Install new wood blocking using the same size and thickness as existing where removed.
- B. Inspect existing wood blocking at perimeters. In the event current fastener spacing exceeds 8 inches on center, secure blocking with additional specified fasteners to achieve fastener rate of 8 inches on center or less.

### 3.3 PLYWOOD INSTALLATION

- A. Furnish and install new plywood sheathing at walls as specified herein.
- B. Refer to Drawings.
- C. Secure plywood using specified fasteners at 8 inches on center along top and bottom and one intermediate row.

- D. Space plywood a minimum of 1/8 inch at ends.
- E. Secure ends of sheets using a minimum of three (3) fasteners.
- F. Install plywood such that base flashing height will be minimum 8 inches above finished roof level.

#### 3.4 WOOD BLOCKING INSTALLATION

- A. Install new wood blocking at all roof-mounted equipment and parapet walls as required to provide a minimum flashing height of 8 inches above finished roof level.
- B. Install blocking under integral equipment curbs as required to maintain full cant face above roof level and/or to allow installation of new cant strips.

#### 3.5 SIDING FURRING STRIPS

- A. Install new wood furring strips for installation of siding as specified herein. Refer to Division 7 Section "Sheet Metal Flashing and Trim" and Drawings for locations and requirements for siding.
- B. Prior to installation of furring strips, install new 15 lb. organic felt paper. Shingle lap felt paper with ends lapped 6 inches and sides lapped 4 inches. Nail sufficiently to hold in place.
- C. Install new nominal 2x4 furring oriented horizontally, spaced 18 inches on center.
- D. Locate one furring strip at top of where siding finishes. Locate one furring strip at bottom of where siding finishes.
- E. Secure furring strips to substrate with specified fastener at each 16 inches on center.

END OF SECTION 06100

## SECTION 07000 – PREPARATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Removals.
  - 2. Preparations.
  - 3. Deck Repair.
  - 4. Connects and Disconnects.
  - 5. Metal Purlins/Structural Repair.
  - 6. New Overflow Scuppers.
  - 7. Counterflashing Preparation.
- B. Related Sections include the following:
  - 1. Division 1 Section “Base Bid Quantities” for work associated with base bid quantities.
  - 2. Division 1 Section “Unit Prices” for work associated with unit prices.

### PART 2 - PRODUCTS

#### 2.1 WOOD DECK REPAIR MATERIALS

- A. Plywood: APA Rated Sheathing (CDX) with waterproof glue for exterior applications in thicknesses specified. All plywood shall comply with the requirements of U.S. Product Standard PS1-07 and each sheet shall clearly bear the APA trademark of the American Plywood Association. Minimum span rating for 3/4 inch plywood shall be 48/24 and shall be so marked on each sheet.
- B. Wood Deck Fasteners: Ring shank common nails, length to penetrate 2 inches into underlying joist.

#### 2.2 METAL PURLIN/STRUCTURE REPAIR MATERIALS

- A. Sherwin Williams Kem Kromik Universal Metal Primer or approved equal.
- B. Sherwin Williams all surface enamel paint suitable for structural steel color to match existing or approved equal (two coats).

## 2.3 MISCELLANEOUS MATERIALS

- A. Steel Plate: For covering openings, 1/8 inch thick, single sheet sized to extend 6 inches beyond opening in all directions.

## PART 3 - EXECUTION

### 3.1 REMOVALS

- A. Remove all existing roofing, roof insulation, blanket insulation (where existing), siphon ridge vents at Area E metal roof and membrane and metal flashings and discard.
- B. Remove or correct any obstruction which might interfere with the proper application of new materials.
- C. Lift or remove all existing equipment so that existing flashings can be totally removed and new flashings installed.
- D. Remove all existing metal copings and discard.
- E. Carefully relocate all electrical, co-axial, telephone, fiber optic, intercom and miscellaneous wires, cables, etc. as required to accomplish work specified herein. Accomplish such relocation without interrupting the service provided by these lines except as specifically authorized by the Owner. Become familiar with each line and the level of precaution necessary to relocate them or work around them. Upon completion of roofing work, relocate lines to their original positions and secure them as originally secured unless indicated otherwise in these specifications or on the project drawings.

### 3.2 PREPARATION, GENERAL

- A. Prior to commencement of any work, inspect and thoroughly water test all existing roof drains, scuppers and uncovered overflow scuppers for free flow operation with Owner's maintenance personnel present. Report drain restrictions to Owner. Owner's maintenance personnel shall perform repairs to remove any restrictions found. Should drains become clogged at any time after the start of work, correct the condition at no additional expense to the Owner.
- B. Prior to the installation of any new roofing, flashings, and metal flashings, clean surfaces of all dust, dirt and other foreign matter.
- C. Over all abandoned openings, install new steel plate. Secure to deck using specified fasteners spaced not over 6 inches on center at all edges.
- D. Extend all existing vents through the roof to the height required by the local plumbing code but not less than 8 inches above finished roof level.
- E. Furnish and install new primer and paint at all equipment, power ventilators, turbines and stack vents as specified herein.
  - 1. Remove all loose rust and existing paint by wire brushing. Sweep away all dirt, dust and debris prior to paint and primer application.
  - 2. Apply one coat of Sherwin Williams Kem Kromik Universal Metal Primer rust-inhibitive primer and two coats of appropriate coating.



### 3.3 DECK REPAIR

- A. Inspect the deck carefully. If there are deck areas which require repair or replacement, notify the Engineer. Do not proceed with repair or replacement until directed by the Engineer.

### 3.4 WOOD DECK REPAIR

- A. Renail any loose or warped wood deck units using specified fasteners spacing nails to insure securement.
- B. Remove all existing wet, damaged or deteriorated wood deck units and discard. Replace any such discarded material with new material the same size and thickness as the existing.
- C. Provide wood deck units long enough to be continuous over a minimum of three roof supports.
- D. Cover all cracks in wood decking 1/2 inch or more in width, end joints 1/2 inch or more in width, and all knot holes with sheet metal nailed in place with specified fasteners at 4 inches on center staggered along all edges of metal.
- E. Secure all loose wood deck to framing using specified fasteners at 12 inches on center at each framing member.

### 3.5 METAL PURLINS/STEEL STRUCTURE REPAIR

- A. Inspect the steel structure carefully. If in Contractor's opinion, there are structural areas which require repair or replacement, notify the Engineer. Do not proceed with repair or replacement until directed by the Engineer.
- B. Clean all steel structural members of rust by use of wire brush. Prime and paint (color to match existing).
- C. Use one coat specified primer and two coats of specified paint.

### 3.6 OVERFLOW SCUPPER INSTALLATION

- A. Locate bottom of overflow scupper 2 inches above surface of the roof system adjacent to the nearest roof drain (excluding sump).
- B. Remove existing masonry as required and store for reuse if in good condition. Reinstall masonry units to extent possible. Provide new brick or concrete masonry units (as required) to match existing.
- C. Extend opening through entire thickness of parapet. Take precautions to avoid damaging adjacent wall surfaces.
- D. Provide finished openings as indicated on the drawings.
- E. Use prehydrated Type N mortar comprised of one part portland cement, one part hydrated lime and six parts sand.
- F. Wet joints and masonry thoroughly before applying fresh mortar so masonry is in a saturated-surface dry condition.

- G. Install new bricks or concrete masonry units as required of same type, size and finish to match existing. Set units in full beds of mortar to match adjacent joints in thickness. Tool joints as required.
- H. Repair exterior finish to match adjacent surfaces.

END OF SECTION 07000

## SECTION 07411 – METAL ROOF PANELS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Prefabricated metal roof panels.
  - 2. Roof insulation (blanket insulation).
- B. Related Sections include the following:
  - 1. Division 7 Section “Sheet Metal Flashing and Trim.”

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Hail Resistance: MH
- B. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 1592.
- C. Thermal Movements: Provide metal roof panel assemblies that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
- D. UL Listing: Provide metal roof panels that meet the requirements of a UL Class A assembly.

#### 1.4 SUBMITTALS

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specifications requirements. Obtain approval prior to placing orders.
- B. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable. Do not submit cut sheets unless specifically requested.
- C. Shop Drawings: Provide shop drawings sealed by a Professional Engineer licensed in the State of South Carolina. Show installation/flashing details, panel clip and/or purlin spacing, etc.

- D. Uplift Calculations: Provide uplift and fastener calculations sealed by a Professional Engineer licensed in the State of South Carolina. Calculations shall address field, perimeter and corner conditions.
- E. Manufacturer's standard prefinished color chart.
- F. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
- G. Manufacturer's Instructions: Manufacturer's installation instructions.
- H. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer's standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
- I. Blanket Insulation Certificate: Signed by insulation manufacturer stating that blanket insulation shipped to this project complies with requirements listed in Part 2.
- J. Warranties: Special warranties specified in this Section.
- K. Written plan for protection of attic spaces and contents of Areas C, D and E.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver components, sheets, metal roof panels, and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.
- B. Unload, store, and erect metal roof panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting, or other surface damage. Materials which are not stored properly are subject to removal from the site.
- D. Protect strippable protective covering on metal roof panels from exposure to sunlight and high humidity, except to extent necessary for period of metal roof panel installation.
- E. Restrict on-site storage to a minimum for work in progress.

#### 1.6 WARRANTIES

- A. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  - 1. Warranty Period: Twenty (20) years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer 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.
  - d. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.
- C. Installer's Warranty: Installer's warranty, in Section 01770, signed by roofing Installer, properly executed and printed on Installer's letterhead form.
  1. Warranty Period: Two (2) years from date of Substantial Completion.

## 1.7 GENERAL INSTALLATION REQUIREMENTS

- A. Inspect all surfaces to which metal is to be applied. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application.
- B. Follow recommendations of Sheet Metal and Air Conditioning Contractors National Association Architectural Sheet Metal Manual Seventh Edition, 2012 for fabricating in-shop and on-site, and for installation, unless otherwise specified herein or on Drawings.
- C. Follow published instructions of the product manufacturer for installation of extruded or proprietary metal products, unless otherwise specified herein or on Drawings.
- D. Use nails, screws, bolts, cleats or other fasteners of the same material or, if approved by Engineer, of material chemically compatible with the contacted metal.
- E. Cleats are to be a minimum of one gauge heavier than fascia metal.
- F. Secure cleats to substrate with fasteners specifically manufactured for the purpose at spacings of 6 inches, on center. Fasteners are to be manufactured of metal chemically compatible with the contacted metal. Fasteners are to be located as close to hem of cleat as practical but no more than 2 inches from hem unless specifically indicated otherwise herein or on drawings.
- G. Do not place dissimilar metals in direct contact or in positions where water sheds across both metals.
- H. Where aluminum is in contact with masonry or concrete, coat the contacting surface with bituminous paint.
- I. Install metal to be water and weathertight with lines, arrises and angles sharp and true and with plane surfaces free of waves or buckles. All raw edges of exposed or finish sheet metal shall be hemmed.
- J. Shop form all metal shapes, which are to be formed of prefinished metal, with protective plastic film in place. Do not remove plastic film until just prior to (or, if possible, after) installation.
- K. Form faces of perimeter edge fascia with vertical faces of sufficient width to extend a minimum of 1 inch below wood blocking.
- L. Deliver all materials to site in original containers bearing manufacturers' name and type of material. All materials used in roof covering must have appropriate UNDERWRITERS' LABORATORIES, INC. labels.

- M. The as-built roof covering shall be rated as U. L. Class A roof covering. Contractor must submit a Manufacturer's Certificate clearly stating compliance with the referenced standard.
- N. Brand or manufacturer names are used as standards of quality where no other appropriate reference is available. The Engineer (or Owner) will consider substitution of materials of equal quality and properties provided a written request accompanied by substantiating data is received by him at least 10 days prior to bid date.
- O. All materials used in systems to be covered by a Manufacturer's Guarantee must be supplied by the same manufacturer, unless the manufacturer issuing the guarantee waives this requirement in writing. Where a generic product or a general manufacturer's product is specified and more than one such product is offered by the manufacturer, it is understood that only the manufacturer's premium materials are approved for this project.
- P. Contractor shall install metal roofing system free of any exposed fasteners.
- Q. Contractor shall obtain from the roofing system manufacturer all touch-up paint to be used on the metal roofing system and all metal components fabricated. Touch-up paint color shall match that of the roofing panels. Contractor must provide to the Owner, prior to use of touch-up paint, evidence that touch-up paint was supplied by roofing system manufacturer and designed for that purpose.
- R. Prior to start of work, Contractor shall submit to Owner sealed engineering calculations in accordance with ASCE-7 from the manufacturer for wind uplift load capacities based on the clip spacings recommended by the manufacturer using recommended manufacturer clips. All loading conditions must be addressed, including perimeters, corners, etc.
- S. Under no circumstances shall Contractor remove more existing roof panels than new roof panels can be installed that same workday.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. The project design is based on using materials supplied by Petersen Aluminum Corporation. Products supplied by Petersen Aluminum Corporation, Fabral, and Merchant & Evans, Inc. are approved. Such approval does not relieve the contractor or manufacturer from the requirement to supply materials which meet all other requirements of these specifications. Alternative manufacturers will be considered provided they also meet the requirements of these specifications, including warranty/guarantee requirements.
- B. For purposes of these documents, the roof system manufacturer is defined as the manufacturer of the primary roof membrane. The roof system is intended to encompass, but is not necessarily limited to, all components above the structure including roof insulation, metal panels, membrane and metal flashings and any proprietary flashing/components of the system manufacturer. Subject to compliance with the material specifications of these documents, all materials are to be supplied by the same manufacturer.
- C. All materials used in systems to be covered by a Manufacturer's Guarantee must be supplied by the same manufacturer, unless the manufacturer issuing the guarantee waives this requirement in writing.

- D. The following material manufacturers are approved for this project. Such approval does not relieve the Contractor from the requirement to supply materials which meet all other requirements of these Specifications.

1. Petersen Aluminum Corporation (Tite-Loc Plus)
2. Fabral Architectural Systems (Stand 'N Seam)
3. Merchant and Evans (Zip-Lok)

## 2.2 PANEL MATERIALS

- A. Vertical-Rib, Seamed Joint, Structural Standing Seam Metal Roof and Wall Panels with Factory-Applied In-Seam Sealant: Formed with vertical ribs at panel edges and striated between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels, and mechanically seaming panels together. No exposed fasteners will be permitted.
1. Material: Zinc coated (galvanized) steel sheet, 22 gauge.
  2. Exterior Finish: Kynar 500® Fluoropolymer coating containing not less than 70% polyvinylidene fluoride resin by weight. Mask metal with protective plastic film.
  3. Color: As selected by Owner.
- B. Clips: Floating to accommodate thermal movement. Clips shall be designed to elevate panel above substrate. Panels shall have fixed clips at ridge.
1. Material: Stainless steel.
- C. Joint Type: Double Lock.
- D. Panel Coverage: 16 inches.
- E. Minimum Seam Height: 2 inches.
- F. Concealed Standing Seam Panel Sealant: Non-curing, non-skinning butyl tape sealant as recommended by metal panel manufacturer.
- G. Panel Clip Fasteners: Stainless steel self-drilling fasteners 1/4 inch, #12 screws with sufficient length to penetrate through the steel purlins at least 3/4 inch. Each panel clip shall have two (2) fasteners capable of penetrating steel purlins.

## 2.3 BLANKET INSULATION

- A. Blanket Insulation: ASTM C 991, formaldehyde free thermal fiberglass blanket insulation specifically designed for lamination of vapor-retarding facings.
- B. Vapor Retarder Facing (Blanket Insulation): ASTM C 1136, flame-retardant vapor barrier facing consisting of minimum 0.0125" white reinforced polypropylene film laminated to batt insulation with flame retardant adhesive, factory applied, maximum perm rating of 0.02 as tested in accordance with ASTM E-96, Procedure A.
- C. Thermal Blocks: As supplied by metal roof manufacturer.

2.4 AUXILIARY MATERIALS

- A. Steel Angle: 3" x 3" x 1/4" steel angle.

PART 3 - EXECUTION

3.1 SYSTEM SCHEDULE

- A. Refer to Table 1 for a general schedule of the primary roof components (described from the bottom up) for the roof area. Methods of installation and related materials are in other sections of these specifications.

TABLE 1

| ROOF AREAS C, D, E (as designated on Roof Plan*)   |
|--|
| Existing steel purlins/structure   |
| New Blanket Insulation (R-19)  |
| New Structural Metal Roof Panels   |
| *Note: Only portion of Area E currently with insulation is to receive new insulation in new roof system. |

3.2 METAL ROOF PANEL INSTALLATION

- A. Furnish and install new steel angle at rakes on top of purlins as specified herein. Fasten using appropriate self-drilling fasteners 1/4 inch with sufficient length to penetrate through the steel purlin at least 3/4 inch. One fastener at each purlin.
- B. Install panels in strict accordance with manufacturer's instructions and approved shop drawings. Under no circumstances is an area of existing roof to be removed that cannot be re-roofed with new roof system and made watertight by the end of the work day.
- C. Secure panels to purlins with concealed panel clips in each seam. Secure clips with two (2) fasteners per clip.
- D. Close seams with mechanized equipment approved by the manufacturer and specifically designed for closing the metal panel standing seams. Calibrate mechanical seamer daily. Maintain daily calibration log for Engineer's review upon request.
- E. Fix panels at purlins closest to ridge.
- F. Fabricate panels in continuous full lengths from eave to ridge with no end laps.
- G. At top and bottom of panel, the clip shall be positioned not more than 6 inches from the end of the panel.
- H. Provide pan fold at ridge end closures and terminations.

3.3 RIDGE CAP INSTALLATION

- A. Furnish and install new ridge cap as specified herein.



- B. Refer to sheet metal schedule for gauge and metal type. Refer to panel manufacturer's instructions and Drawings.
- C. Furnish panel end stiffeners, closures and all other materials as required to install cap as specified by panel manufacturer. Provide tape sealant at all connections.
- D. Secure both sides of cap to continuous "Z" closures and provide sealant tape.
- E. Lap ridge caps no less than 6 inches. Seal laps with three (3) rows of sealant tape; one at each lap end and one in between.
- F. Where ridge cap terminates at walls, turn cap up and behind counterflashing a minimum of 4 inches.
- G. Where vented ridge cap is to be installed at Area E, refer to Drawings. Furnish and install manufacturer's perforated zee closure.

### 3.4 GUTTER INSTALLATION

- A. Install new gutters at eaves as specified herein. Refer to SMACNA Architectural Sheet Metal manual Figure 1-2, Style A and Drawings.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size gutters to be 4 inches wide by 5 inches deep.
- D. Provide butt-type expansion joints in gutters at locations shown on Drawings. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-7 (similar). Expansion joints shall be at 50 feet maximum intervals.
- E. Provide prefinished galvanized steel gutter brackets sized at ¼ inch thick by 1 inch wide spaced 3 feet on center. Finish to match gutter.
- F. Provide prefinished galvanized steel gutter spacers sized at 1-1/2 inches by 1/8 inch spaced 3 feet on center.

### 3.5 DOWNSPOUT INSTALLATION

- A. Install new downspouts at locations shown on drawings as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1.5.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size downspouts to be 4 inches by 4 inches.
- D. Install downspouts at locations shown on Drawings.
- E. Form downspout hangers from the same material as downspouts using material not less than 3 gauges heavier than downspouts.
- F. Secure downspouts to wall with hangers spaced not more than 5 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-35G. Take measures necessary to ensure hangers are located at the building structural elements.

- G. Connect downspouts to prefinish galvanized steel outlet tubes. Refer to SMACNA Architectural Sheet Metal Manual Figures 1-24C and 1-33, Detail 1.
- H. Where downspouts terminate at grade, provide new precast concrete splash blocks. Set blocks on grade with uniform solid support. Provide elbows at base of downspouts which turn out at 45°.

### 3.6 PERIMETER EAVE AND RAKE EDGE FLASHING INSTALLATION

- A. At all eaves and rakes, furnish and install new flashing as specified herein.
- B. Refer to sheet metal schedule for gauges.
- C. Fabricate edge flashing with flange widths as illustrated on drawings.
- D. At gutters, extend edge flashing into gutter not less than 4 inches past back edge. Notch edge flashing around gutter spacers approximately 1/8 inch wider than spacer and turn tab out over spacer.
- E. Fasten through flange near center. Space fasteners at 3 inches on center in a staggered pattern. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1 (similar).
- F. Join ends of eave sections with 6 inch cap with three (3) continuous beads of sealant.
- G. Join sections of rake edge flashing with 4 inches overlapping downslope laps with three (3) continuous beads of sealant.

END OF SECTION 07411

## SECTION 07552 – SBS-MODIFIED BITUMEN MEMBRANE ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. SBS-modified bituminous membrane roofing.
  - 2. Roof insulation.
  - 3. Gypsum underlayment.
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry."
  - 2. Division 7 Section "Sheet Metal Flashing and Trim."

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

#### 1.4 PERFORMANCE REQUIREMENT

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Provide a roofing system that complies with the requirements of Underwriters' Laboratories, Inc. for a Class A roof covering. Provide a UL Class A certificate, generated by Roofing System Manufacturer, to Owner at project close-out.

#### 1.5 SUBMITTALS

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain approval prior to placing orders.
  - 1. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable. Do not submit cut sheets unless specifically requested..

- B. Tapered Insulation Shop Drawings: Submit proposed tapered insulation and cricket system for approval prior to start of work. Provide drawings for each area and include, at a minimum, concise tapered layouts, material identification, cross sections of typical sections with each board labeled, board stagger pattern, slopes and cricket widths.
- C. Installation Instructions: Submit manufacturer's latest written installation instructions.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer's standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
- F. Polyisocyanurate Insulation Certificate: Signed by insulation manufacturer stating that polyisocyanurate insulation shipped to this project complies with requirements listed in Part 2.
- G. Warranties: Special warranties specified in this Section.
- H. Sample Warranty: Specimen copy of manufacturer's warranty.
- I. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

#### 1.6 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, and directions for storage.
- 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. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.
- D. Supply and keep all materials dry at all times prior to application.
- E. Store all insulation, insulating board cants, tapered edge strips and lumber/plywood in dry, covered storage, or on platforms, and with weatherproof coverings. Coverings shall be waterproof breathable type material such as heavy canvas. Insulation wrappers are not sufficient. Materials which are not stored under specified covers are subject to removal from the site at Owner's discretion.
- F. Store all roll goods on end on clean floors or platforms. Do not use flattened rolls or rolls with ends damaged.
- G. Materials which, in the opinion of the Owner, have been prematurely exposed to the weather are subject to immediate removal by the contractor and replaced with new materials at contractor's expense. Owner may, at Owner's option, mark such materials with paint or other indelible materials while they remain on-site.

- H. Store solvent bearing materials in dry, cool storage and keep lids tight on partially used containers to prevent escape of solvents.
- I. Store all emulsions in dry storage at temperatures above 40°F.

## 1.7 PROJECT 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.

## 1.8 WARRANTY

- A. Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
  - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards and walkway products and other components of roofing system.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of Section 01770, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, and walkway products, for the following warranty period:
  - 1. Warranty Period: Two (2) years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Listed in this section are specifications for materials required generally for use in accomplishing the work specified. Materials not listed may also be required.
- B. Except as specifically noted herein, all reference standards included herein are to be presumed to be the latest published editions of such standards available as of the issue date of these specifications.
- C. Brand or manufacturer names are used as standards of quality where no other appropriate reference is available. Submit substitution requests under requirements listed in other Sections. Substitution requests must be made by Contractor in writing with substantiating data not less than 10 days prior to bid opening date and time.
- D. Where a generic product or a general manufacturer's product is specified and more than one such product is offered by the manufacturer, provide the manufacturer's premium materials.

### 2.2 MANUFACTURERS

- A. For purposes of these documents, the roof system manufacturer is defined as the manufacturer of the primary roof membrane. The roof system is intended to encompass, but is not necessarily limited to, all components above the deck including underlayment and/or

vapor retarder components, roof insulation, roof membrane, membrane flashings and any proprietary flashing/components of the system manufacturer. Subject to compliance with the material specifications of these documents, all materials are to be supplied by the same manufacturer.

- B. All materials used in systems to be covered by a Manufacturer's Guarantee must be supplied by the same manufacturer, unless the manufacturer issuing the guarantee waives this requirement in writing.
- C. The following material manufacturers are approved for this project. Such approval does not relieve the Contractor from the requirement to supply materials which meet all other requirements of these Specifications.
  - 1. Johns Manville International, Inc.
  - 2. Siplast, Inc.
  - 3. Soprema Roofing and Waterproofing, Inc.

## 2.3 MEMBRANE MATERIALS

- A. Base Ply: ASTM D 5147 and D 6163, Type II, Grade S, SBS-modified asphalt sheet with glass fiber mat reinforcing, suitable for application method specified.
- B. Cap Sheet: ASTM D 5147 and D 6163, Type II, Grade G, SBS-modified asphalt sheet with glass fiber mat reinforcing, granular surfaced, suitable for application method specified and as follows:
  - 1. Granule Color: White.

## 2.4 BASE FLASHING SHEET MATERIALS

- A. Backer Sheet: ASTM D 6163, Grade S, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.
- B. Flashing Sheet: ASTM D 6164, Grade G, Type I, polyester-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for torch application method, and as follows:
  - 1. Aluminum Clad.

## 2.5 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Primer: ASTM D 41.
- C. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- D. Insulation Fasteners and Plates: Plated steel fastener and 3 inch diameter round or 3 inch square steel plate as manufactured by or specifically recommended by the roof system manufacturer. Fasteners and plates must be Factory Mutual approved for 1-90 construction with the specified insulation.

- E. Liquid Membrane Flashing System: Seamless liquid membrane with reinforcing polyester fleece to meeting roofing system manufacturer's warranty.
- F. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.
- G. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.
- H. Cold Adhesives: Specially formulated cold process adhesive designed for specified roofing systems; low VOC.

## 2.6 INSULATION/BOARD GOODS

- A. Gypsum Board: ASTM C 1177, non-structural board, glass mat embedded, water-resistant, gypsum core, factory primed 1/2 inch thick.
  - 1. Maximum Board Size: 4' x 4'.
  - 2. Product: Subject to compliance with requirements. Provide "Dens-Deck Prime" by Georgia Pacific Corporation.
- B. Polyisocyanurate Roof Insulation: ASTM C 1289, Type II, with felt or glass-fiber mat on both major surfaces, manufactured to meet the following requirements:
  - 1. Nominal Compressive Strength: 20 psi.
  - 2. Dimensional Stability: 2% maximum linear change when conditioned at 158°F and 97% relative humidity.
  - 3. Minimum Curing Time: 24 hrs. plus 24 hrs. for each inch of thickness at a minimum of 60°F before shipment from manufacturer.
  - 4. Maximum Board Thickness: 2 inches.
  - 5. Maximum Board Size: 4' x 8' mechanically attached; 4' x 4' adhered.
- C. Cant Strips: ASTM C 208, wood fiberboard cut to fit at 45° with minimum 4-1/2 inch face.
- D. Tapered Edge Strips: ASTM C 208, wood fiberboard, 1-1/2 inch at thick edge.
- E. Insulation Adhesive: Two component, low rise polyurethane foam, approved by membrane manufacturer for insulation and substrates on this project.

## PART 3 - EXECUTION

### 3.1 SYSTEM SCHEDULE

- A. Refer to Table 1 for a general schedule of the primary roof components (described from the bottom up) for each roof area. Methods of installation and related materials are in other sections of these specifications.

**Table 1**

| <b>Area A</b>  |
|--|
| Concrete Deck  |
| 2" base insulation (adhered)                                       |
| 1/4" per foot tapered insulation – 1/2" thick at wall (adhered)    |
| 1/2" cover board (adhered)   |
| 2-ply SBS-modified bitumen membrane roofing system – torch applied |
| <b>Areas B, F, G, H and I</b>                                      |
| Plywood Deck   |
| 1/2" gypsum underlayment   |
| 2" polyisocyanurate insulation (mechanically attached)             |
| 1-1/2" polyisocyanurate insulation (adhered)                       |
| 1/2" gypsum cover board (adhered)                                  |
| 2-ply SBS-modified bitumen membrane roofing system – torch applied |

**3.2 EXAMINATION**

- A. Inspect all surfaces to receive work specified herein. Application of materials constitutes approval of the substrate as being satisfactory.
- B. Do not proceed with roofing until all vents, drains, curbs, cants, blocking, nailing strips, and projects through the roof deck have been installed.

**3.3 INSTALLATION, GENERAL**

- A. Do not apply materials on wet or damp surfaces, over dust, dirt or other foreign matter. Foaming of hot bitumen at application is evidence that the surface is too wet for application.
- B. Do not apply bituminous materials when ambient air temperature is below 40°F unless equipment can be operated and materials handled without exceeding maximum allowable temperatures and without damage to materials, and then only with approval of the Engineer.
- C. Do not apply emulsions when ambient air temperature is below 40°F or is expected to be below freezing within 24 hours after application.
- D. Accomplish application of roofing materials so that each area will be complete at the end of each workday.



- E. Protect edges and incomplete flashings against water entry at all times. Remove cut-offs and temporary protection prior to resumption of work.
- F. Prime all concrete, masonry and metal surfaces to receive bituminous materials, using approximately one gallon of primer per 100 square feet of surface. Allow primer to dry thoroughly before application of bituminous materials.
- G. Set insulating board cant strips and tapered edge strips in a generous bed of black plastic roof cement so that they are tightly cemented to both horizontal and vertical surfaces.

### 3.4 UNDERLAYMENT APPLICATION

- A. Furnish and install gypsum underlayment over wood deck as specified herein.
- B. Refer to Roof System Schedule for all locations to receive gypsum underlayment.
- C. Clean deck surfaces of all dirt, dust, and other foreign matter.
- D. Place gypsum without cementing.
- E. Apply gypsum with end joints staggered approximately one-half the length of units.
- F. Fit all gypsum units snugly to each other and to all vertical surfaces.
- G. Remove and replace all damaged units with new gypsum units or repair to provide a smooth surface and uniform insulation thickness.
- H. Refer to Roof Insulation Application Section for attachment.

### 3.5 INSULATION AND COVER BOARD APPLICATION

- A. Furnish and install new flat, tapered insulation and cover board as specified herein.
- B. Refer to Roof System Schedule for all locations to receive new insulation.
- C. Stagger all joints off those of preceding layer.
- D. Apply all boards with end joints staggered approximately one-half the length of units.
- E. Fit all board units snugly to each other and to all vertical surfaces.
- F. Remove and replace all damaged units with new units or repair to provide a smooth surface and uniform insulation thickness.
- G. Taper insulation down to drain scuppers beginning at a point approximately 48 inches from edge of drain scuppers. Sumps at drain scuppers are to be formed using wood fiberboard tapered edge strips and factory tapered insulation units as needed.
- H. Form tapered insulation system using factory tapered polyisocyanurate insulation and polyisocyanurate fill units as specified herein.
  - 1. On all areas, provide a minimum completed slope of 1/4 inch per foot.
  - 2. Contractor is to submit a shop drawing showing proposed tapered insulation and cricket system to owner for approval prior to start of work. Shop drawings shall be provided for each area and shall include, at a minimum, concise tapered layouts, material

identification, cross sections of typical sections with each board labeled, board stagger pattern, slopes and cricket widths.

3. Start tapered insulation system at drain scuppers and increase insulation thickness toward high points. Provide a minimum insulation thickness at drain scuppers of 1 inch above the insulation base layer. (This includes 1/2 inch cover board.)
4. Complete the tapered insulation assembly using tapered polyisocyanurate and polyisocyanurate fill.

I. Form crickets as specified herein:

1. Form crickets along the upslope side of all curb mounted equipment with base widths exceeding 24 inches using factory tapered polyisocyanurate insulation and fill units and tapered edge strips.
2. Form crickets between drain scuppers using factory tapered polyisocyanurate insulation units, polyisocyanurate insulation fill units, and tapered edge strips.
3. Start cricket construction by striking chalk lines for outer edges of tapered edge strips. Install edge strips along chalk lines, mitering and fitting at the points where lines break.
4. Build crickets over the tapered insulation. Take special care to prevent water penetration into crickets during construction.
5. Unless noted otherwise all crickets are to be fabricated from tapered stock as required to provide an installed slope matching that of the adjacent roof area. For example, where the roof slope is 1/4 inch per foot, crickets are to be fabricated from 1/2 inch per foot stock to provide an installed slope of 1/4 inch per foot.
6. Install crickets of sufficient size and slope as required to ensure complete drainage and prevent standing water. Fabricate full crickets between drains with a minimum width-to-length ratio of 0.5. Fabricate partial crickets with dimensions which would result in a minimum width-to-length ratio of 0.5 if they were extended to full size.

J. Adhesive Ribbon Spacing: Refer to System Schedule for layers to be adhered.

1. Field of Roof: 1/2 inch wide ribbons spaced at 12 inches on center and continuous around perimeter of each board.
2. Perimeters and Corners: 1/2 inch wide ribbons spaced at 6 inches on center and continuous around perimeter of each board. Perimeters are defined as the final eight (8) feet from the wall at all exterior edges of the roof and corners as the changes in direction of the perimeters.

K. Mechanical Attachment Requirements: Refer to Schedule for layers to be mechanically attached. Refer to manufacturer's written fastening pattern for specified wind uplift pressures.

1. Field of Roof: Minimum of 16 fasteners per 4' x 8' board and not less than 2 fasteners for any partial unit. Field of roof is defined as all areas of roof except perimeter and corners.
2. Perimeter: Minimum of 16 fasteners per 4' x 8' board and not less than 2 fasteners for any partial unit. Perimeter of roof is defined as all exterior edges and is 8 feet wide unless indicated otherwise on Drawings.
3. Corners: Minimum of 24 fasteners per 4' x 8' board and not less than 2 fasteners for any partial unit. Corners of roof occur at all perimeter locations where changes in direction occur and are to be 8' x 8' in size unless indicated otherwise on Drawings.

L. Install cover board over crickets and insulation with joints offset from those of preceding layers. Adhere cover boards using adhesive ribbon spacings previously specified for insulation.

### 3.6 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
- B. Clean surfaces of all dirt, dust and other foreign matter.

### 3.7 SBS-MODIFIED BITUMEN MEMBRANE INSTALLATION

- A. Apply new torch grade SBS modified bitumen material in strict accordance with manufacturer's latest printed instructions except as amended in this section.
- B. Install modified bituminous roofing membrane sheet and 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. Fully torch membrane and cap sheet.
  - 2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
  - 3. Cut rolls in maximum 18 foot lengths.
  - 4. Apply pressure on the sheet to ensure full contact with the substrate and complete adhesion.
  - 5. At roof edges and openings, terminate roofing sheets at the outer edge of blocking.
- C. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps a minimum of 36 inches. Completely bond and seal laps, leaving no voids.
  - 1. Repair tears and voids in laps and lapped seams not completely sealed.
  - 2. Apply roofing granules to cover exuded bead at laps.
  - 3. Lap sides and ends 3 inches minimum.
- D. Install roofing membrane sheets so side and end laps shed water.

### 3.8 TORCH OPERATION

- A. All torch operations are to comply with Certified Roofing Torch Applicator (CERTA) and NRCA requirements. Torch operators shall be fully certified by CERTA. Contractor shall provide copy of certification for all torch applicators.
  - 1. For a minimum of two hours following daily completion of torch applications, maintain a fire watch inside and outside the building in the area of torch application. Utilize a fully-functional hand-held infrared device suitable for detecting areas of elevated temperature.
  - 2. Contractor shall maintain two (2) fully operational fire extinguishers at the site at all times.
  - 3. Apply two-ply base flashing backer sheet at wood curbs. Take all measures necessary to protect wood curbs from open flames.
  - 4. Contractor shall use "torch-and-flop" method at all base flashings.

### 3.9 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloping 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: Install backer sheet and adhere to substrate in cold-applied adhesive at rate required by roofing system manufacturer.
  - 3. Flashing Sheet Application: Fully torch flashing sheet to substrate as required by roofing system manufacturer.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing at 4 inches on center.
  - 1. Immediately thereafter cover top edge and fasteners with a continuous 1/8 inch thick trowelling of flashing cement.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- E. At locations where wall is to be covered with base flashing material and exceeds 12 inches in height above roof surface, install wall flashings as recommended by the roofing system manufacturer. Nail top edge of wall flashings and laps at 4 inches on center using flashing nails. Lap wall flashing over base flashing minimum of 4 inches. Lap ends 4 inches. Adhere to substrate using manufacturer approved cement or bitumen.
- F. Check all laps as required by the manufacturer's specifications, reheat and seal as required to obtain full adhesion.

### 3.10 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 at stairs and ladders.
  - 3. Install under all curb mounted units resting directly on roof.

### 3.11 CONDENSATE LINE INSTALLATION

- A. At air conditioning units, provide new PVC condensate drains with integral P-trap as specified herein.
- B. Route condensate drain line to nearest roof drain scupper.
- C. Provide minimum 1-1/2 inch thick wood blocking and underlying walkpad at new and existing condensate drain line locations. Space blocking at 4 feet on center maximum.
- D. Cut strips of walkway units for installation under wood blocking from new full-size walkway units. Cut strips a minimum of 6 inches wider and longer than blocking to be supported.

- E. Adhere walkpad to membrane.
- F. Set blocking on walkpads without securing.
- G. Provide metal brackets to secure line to blocking.

END OF SECTION 07552

## SECTION 07620 – 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 other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Sheet metal flashing and trim.
- B. Related Sections include the following:
  - 1. Division 7 Section “SBS-Modified Bitumen Membrane Roofing.”
  - 2. Division 7 Section “Metal Roof Panels.”

#### 1.3 SUBMITTALS

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain approval prior to placing orders.
  - 1. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable.
- B. Submit shop drawings of all specified types of metal shapes, showing details of proposed installation where appropriate.
- C. Submit two 6 inch long samples of each metal shape.
- D. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer’s standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
- E. Obtain approval of shop drawings, samples and certifications prior to fabrication and installation.
- F. No sheet metal item is to be purchased, fabricated, or installed until all required shop drawings and related submittals for each item are approved. Items purchased, fabricated and/or installed which are not in compliance with approved shop drawings are subject to immediate removal from the project at contractor’s expense.

#### 1.4 STORAGE

- A. Restrict on-site storage to minimum for work in progress. Protect all stored metal from exposure to weather and physical damage.

## PART 2 - PRODUCTS

### 2.1 SHEET METAL MATERIALS

- A. Galvanized Steel: Copper structural quality galvanized steel sheet with minimum 0.80 ounces zinc coating per square foot (single spot test) of sheet (Coating Class G-90 ASTM A 653).
  - 1. Exposed Finish: Kynar<sup>®</sup> 500 based fluoropolymer coating, containing not less than 70% polyvinylidene fluoride resin by weight. Mask metal with protective plastic film.
  - 2. Color: As selected by Owner from manufacturer's full range.
- B. Stainless Steel: ASTM A 167, chromium-nickel steel sheet, AISI Type 304.

### 2.2 AUXILIARY MATERIALS

- A. Sealant: ASTM C 920, Type S, Grade NS, Class 25, one-part polyurethane sealant.
- B. PVC Stripping: 20 mil PVC.
- C. Self-Adhering Underlayment, Polyethylene Faced: ASTM D 1970, minimum of 40 mil thick sheet; slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; cold-applied.
- D. Metal Siding: 24 gauge prefinished steel corrugated siding such as "M" Panel as manufactured by Berridge Manufacturing Co. Color shall be selected by Owner from manufacturer's standard color chart.

### 2.3 SHEET METAL SCHEDULE

- A. Scupper Liner: 24 gauge stainless steel
- B. Counterflashing: 24 gauge prefinished steel
- C. Scupper Exterior Flashings: 24 gauge prefinished steel
- D. Coping Cap: 24 gauge prefinished steel
- E. Metal Siding Cap Flashing: 24 gauge prefinished steel
- F. Metal Siding Base Flashing: 24 gauge prefinished steel
- G. Eave Flashing: 24 gauge prefinished steel
- H. Bonnet Flashings: 24 gauge stainless steel
- I. Apron Flashing: 24 gauge prefinished steel
- J. Metal Receiver: 24 gauge prefinished steel
- K. Conductor Head: 24 gauge prefinished steel
- L. Gutters: 24 gauge prefinished steel
- M. Downspouts: 24 gauge prefinished steel

- N. Metal Wall Flashing: 22 gauge prefinished steel
- O. Pitch Pan: 24 gauge stainless steel

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Inspect all surfaces to which metal is to be applied. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application.
- B. Follow recommendations of Sheet Metal and Air Conditioning Contractors National Association Architectural Sheet Metal Manual (Seventh Edition, 2012) for fabricating in-shop and on-site, and for installation, unless otherwise specified herein or on Drawings.
- C. Follow published instructions of the product manufacturer for installation of extruded or proprietary metal products, unless otherwise specified herein or on Drawings.
- D. Use nails, screws, bolts, cleats or other fasteners of the same material or, if approved by Engineer, of material chemically compatible with the contacted metal.
  - 1. Use stainless steel fasteners at all locations in contact with pressure-treated lumber.
- E. Solder metal, where required, using standard industry techniques in accordance with the requirements of the metal manufacturer and the SMACNA Architectural Sheet Metal Manual for the types of metal to be soldered. Joints shall be thoroughly sweated to ensure full penetration of solder in the joint and to ensure a secure connection. Riveted joints shall be fully soldered to eliminate rivet holes or potential for corrosion.
- F. Install metal to be water and weathertight with lines, arrises and angles sharp and true and with plane surfaces free of waves or buckles. All raw edges of exposed or finish sheet metal shall be hemmed.
- G. Install shop-formed flashings in 10 foot lengths maximum and with minimum number of pieces in each straight run.
- H. Do not place dissimilar metals in direct contact or in positions where water sheds across both metals.
- I. Fabricate cleats to be a minimum of one gauge heavier than flashing metal.
- J. Secure cleats to substrate with fasteners specifically manufactured for the purpose at spacings of 6 inches on center. Provide ring shank fasteners or screws at wood substrates. Locate fasteners as close to hem of cleat as practical but no more than 2 inches from hem unless specifically indicated otherwise herein or on Drawings.
- K. Install metal to be water- and weathertight with lines, arrises and angles sharp and true and with plane surfaces free of waves or buckles. Hem all raw edges of exposed or finish sheet metal.
- L. Install shop-formed metal in 10 foot lengths maximum and with minimum number of pieces in each straight run.
- M. Miter and seal all inside and outside corners of gravel stop-fascia and coping cap. Shop fabricated corner pieces are preferable.



- N. Shop form all metal shapes, which are to be formed of prefinished metal, with protective plastic film in place. Do not remove plastic film until just prior to (or, if possible, after) installation.
- O. At all corners, shop form corner pieces of coping cap with 18 inch legs (joints no more than 18 inches from corner). Seal joint of corner piece.
- P. Form faces of coping cap, eave flashing and wall flashing with vertical faces of sufficient width to extend a minimum of 1 below wood blocking.

### 3.2 COUNTERFLASHING INSTALLATION

- A. Refer to sheet metal schedule for gauge and metal type.
- B. Install new counterflashing at all equipment curbs and at roof scuttle as specified herein. Extend flashing down a minimum of 4 inches over base flashing. Secure counterflashing to top of curb, or to integral flange of unit with appropriate fasteners at 4 inches on center.
- C. Notch and lap joints and inside corners. Notch and seam outside corners. Do not rivet or otherwise secure joints and corners.
- D. Lap ends 4 inches. Crimp hem of overlapping section around hem of underlapping section.

### 3.3 COPING CAP INSTALLATION

- A. Furnish and install new coping cap at parapet walls as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 3-4A.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Prior to installation of coping cap, apply a strip of self-adhering membrane across the top of the blocking and extending down the outside and inside face approximately the width of the vertical sections of the coping cap. Use strips as long as practical, lapping the ends 6 inches.
- D. Secure both vertical sections with a continuous cleat nailed to wood blocking.
- E. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1, Detail 1 for cleat and coping hem dimensions.
- F. Join sections with drive cleat seams and caulk with approved sealant. Refer to SMACNA Architectural Sheet Metal Manual Figure 3-2, Seam 4. Corners may be joined with 1 inch vertical single-lock standing seam, caulked with approved sealant. Refer to SMACNA Architectural Sheet Metal Manual Figure 3-3 Seam 22.
- G. At Area B, furnish and install integrated metal flashings at ladder mounts at parapet wall. Furnish and install manufacturer's liquid flashing membrane before installing metal flashing.

### 3.4 SCUPPER LINER INSTALLATION

- A. Install new scupper liners as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-26, 1-30 and Drawings.
- B. Refer to sheet metal schedule for gauge and metal type.

- C. Cover all masonry and concrete surfaces to be in contact with scupper with a bed of roofing cement.
- D. Install scupper. Strip flanges using manufacturer's approved stripping material. Refer to Drawings.
- E. Furnish and install exterior flashing. Refer to sheet metal schedule for gauge and metal type. Refer to Drawings.

### 3.5 BONNET FLASHING INSTALLATION

- A. Except at plumbing vents or other locations where flashing is turned into top of pipe or otherwise integrally secure against water entry, install bonnet flashing extending below and beyond edges of flashing riser and secure mechanically to roof penetration so that connection is watertight. Securement by sealant alone is not acceptable.

### 3.6 METAL SIDING INSTALLATION

- A. Furnish and install new metal siding below Roof Area B as specified herein. Refer to Drawings.
- B. Refer to Sheet Metal Schedule for gauge and metal type.
  - 1. Contractor is to submit to Engineer a copy of manufacturer's latest printed instructions.
- C. Install siding with ribs vertically oriented.
- D. Fasten siding to wood furring with fasteners as recommended by the manufacturer through EPDM washers. Install fasteners through valleys (not crowns) at 6 inches on center except at side laps where crown fastening is required. Do not stagger fasteners.
- E. Counterflash top of all new metal siding as specified herein:
  - 1. Secure flashing with fasteners through EPDM washers at 9 inches on center.
  - 2. Extend upper edge behind coping cap or other flashings.
  - 3. Lap sections 6 inches and seal with specified sealant.
  - 4. Secure lower edge using continuous cleat fasteners at 6 inches on center.
- F. Apply opening, window, penetration and termination trim. Fasten at 18 inches on center, lap upper termination minimum 3 inches over lower termination trim.
- G. Furnish and install new base flashing at bottom of metal siding as specified herein. Refer to Drawings.
  - 1. Extend vertical flange of receiver behind siding a minimum of 4 inches.
  - 2. Secure to substrate using wood screws at 12 inches on center.

### 3.7 GUTTER INSTALLATION

- A. Install new gutters at eaves as specified herein. Refer to SMACNA Architectural Sheet Metal manual Figure 1-2, Style A and Drawings.
- B. Refer to sheet metal schedule for gauge and metal type.

- C. Size gutters to be 4 inches wide by 5 inches deep.
- D. Provide butt-type expansion joints in gutters at locations shown on Drawings. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-7 (similar). Expansion joints shall be at 50 feet maximum intervals.
- E. Provide prefinished galvanized steel gutter brackets sized at ¼ inch thick by 1 inch wide spaced 3 feet on center. Finish to match gutter.
- F. Provide prefinished galvanized steel gutter spacers sized at 1-1/2 inches by 1/8 inch spaced 3 feet on center.

### 3.8 DOWNSPOUT INSTALLATION

- A. Install new downspouts at locations shown on drawings as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-32B.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size downspouts to be 4 inches by 4 inches.
- D. Install downspouts at locations shown on Drawings.
- E. Form downspout hangers from the same material as downspouts using material not less than 3 gauges heavier than downspouts.
- F. Secure downspouts to wall with hangers spaced not more than 5 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-35G. Take all measures necessary to secure downspouts to the structure through the EIFS.
- G. Connect downspouts to prefinish galvanized steel outlet tubes. Refer to SMACNA Architectural Sheet Metal Manual Figures 1-24C and 1-33, Detail 1.
- H. Where downspouts terminate at grade, provide new precast concrete splash blocks. Set blocks on grade with uniform solid support. Provide elbows at base of downspouts which turn out at 45°.
- I. Where downspouts terminate at existing below grade drainage, furnish and install transitions to drainage systems. Insert 4 inches into downspout boot.

### 3.9 CONDUCTOR HEAD INSTALLATION

- A. Install new conductor heads at locations shown on Drawings as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-25B.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Fabricate conductor head with top a minimum of 1 inch below scupper.
- D. Fabricate conductor head to the following dimensions:
  - 1. Face Width: 16 inches.
  - 2. Face Depth: 8 inches.
  - 3. Height: 16 inches

- E. Secure conductor head to wall with appropriate fasteners as required for permanent and secure attachment.

### 3.10 EAVE FLASHING INSTALLATION

- A. Install new eave flashing at eaves as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1B.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Fabricate eave flashing with flange width no wider than the width of the blocking less ½ inch and not less than 4 inches.
- D. At edges where gutters are required, install gutters before eave flashing.
- E. Apply a strip of self-adhering membrane across the top of the blocking over roof membrane and extending down the outside face approximately the width of the vertical section of the eave flashing. Use strips as long as practical, lapping the ends 6 inches.
- F. Engage formed drip edge at lower edge of face with continuous cleat.
- G. At gutters, extend fascia into gutter not less than 4 inches past back edge. Notch fascia around gutter spacers approximately 1/8 inch wider than spacer and turn tab out over spacer.
- H. Leave a ¼ inch opening between sections. Center the cover plate over the opening, set in roofing cement and nail with two nails through opening between sections. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-5A and Detail 1.
- I. Nail through flange near center. Space nails 3 inches on center in a staggered pattern. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1 Basic Flange nailing Pattern.

### 3.11 METAL WALL AND APRON FLASHING INSTALLATION

- A. Furnish and install new metal wall and apron flashing as specified herein at designated locations. Refer to Drawings.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Prior to installation of the flashing, apply a strip of self-adhering membrane across the plywood and tapered edge strip. Shingle lap and lap edges 6 inches. Use strips as long as practical.
- D. Secure upper edge with gasketed fasteners at 6 inches on center.
- E. Secure lower edge with a continuous cleat nailed to wood blocking.
- F. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1, Detail 1 for cleat and coping hem dimensions.
- G. Fabricate flashing in 8 foot sections.
- H. Leave a 1/4 inch opening between sections. Center a 6 inch cover plate over the opening and set the plate in three (3) beads of continuous sealant. Hem edges of cover plates.

### 3.12 PITCH PAN INSTALLATION

- A. Install new pitch pans at locations as shown on drawings as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 8-11C.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size pitch pan as required to provide a minimum of 1 inch clearance between the flashed equipment and all sides of the pitch pan.
- D. Set pitch pan flange in solid bed of roofing cement.
- E. Seam and solder all metal joints.
- F. Caulk openings in deck around roof penetration to prevent leakage of material into interior.
- G. Use any additional procedure necessary to assure lasting and complete protection from bitumen leakage into interior.
- H. Fill bottom of pan to a depth of 1 inch with cement mortar mix.
- I. Fill pan to top with roof system manufacturer's pourable sealer.
- J. Crown pitch pan with flashing cement.
- K. Install bonnet flashing extending below all edges of pan and mechanically secure to the roof penetration so that connection is watertight. Securement by sealant alone is not acceptable.

END OF SECTION 07620