

Contract Documents and Specifications

For

**RENOVATE CONCOURSE ENTRIES AT STONE STADIUM**

For

University of South Carolina

State project # H27-I967

February 27, 2012

Design Team:

**Grimball-Cotterill and Associates**

Sims Group Engineers, Inc.

Mabry Engineering Associates, Inc.

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**PROJECT NAME:** Renovate Concourse Entries At Stone Stadium

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## **TECHNICAL SPECIFICATIONS**

*(List the technical specifications using the same Divisions numbers and titles as shown on the individual technical specification sections. Provide the issue date and revision number for each section.)*

### **Division 2 - Site Work**

**02070 Demolition**

**02231 Tree Protection and Maintenance**

**02520 Precast Concrete**

**02610 Portland Cement Concrete**

**02780 Unit Pavers**

**02800 Landscape Work**

**02810 Underground Irrigation System**

**02830 Chain Link Fence**

### **Division 4 - Masonry**

**04200 Unit Masonry**

### **Division 5 - Metals**

**05720 Ornamental Handrails and Railings**

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

**PROJECT NAME:** Renovate Concourse Entries at Stone Stadium

**PROJECT NUMBER:** H27-1967

**PROJECT LOCATION:** Stone Soccer Stadium, corner of Sumter and Heyward Streets

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:** \$ 140,000 - \$ 180,000

**DESCRIPTION OF PROJECT:** Renovate north and south entries to Stone soccer stadium to include landscaping, irrigation, hardscaping, lighting and fencing.

**A/E NAME:** Grimball-Cotterill and Associates

**A/E CONTACT:** Mark Cotterill

**A/E ADDRESS:** Street/PO Box: 600 Beltline Blvd  
City: Columbia  
State: SC ZIP: 29205-

**EMAIL:** mark@grimball-cotterill.com

**TELEPHONE:** 803-738-9525

**FAX:** 803-782-3916

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

**BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:** www.procurement.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):*

N/A

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

**DATE:** 3/20/2012 **TIME:** 10am **PLACE:** 743 Greene St., Columbia, SC 29208, Conf Rm 53

**AGENCY:** University of South Carolina

**NAME OF AGENCY PROCUREMENT OFFICER:** Michelle Adams

**ADDRESS:** Street/PO Box: 743 Greene St  
City: Columbia  
State: SC ZIP: 29208-

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

**TELEPHONE:** 803-777-0981

**FAX:** 803-777-8739

**BID CLOSING DATE:** 3/29/2012 **TIME:** 2:00pm **LOCATION:** 743 Greene St., Columbia, SC 29208, Conf Rm 53

**BID DELIVERY ADDRESSES:**

**HAND-DELIVERY:**

Attn: Michelle Adams

743 Greene St

Columbia, SC 29208

**MAIL SERVICE:**

Attn: Michelle Adams

743 Greene St

Columbia, SC 29208

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

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

**DATE:** 2-27-12

Section AIA A701-1997

Instruction to Bidders

Instruction to Bidders, AIA Document A701-1997 Edition, is incorporated into the Contract Documents by reference herein.

Copies of Instruction to Bidders, AIA Document A701-1997, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographics offices.

Original AIA Documents on file at the Office of the University of South Carolina Construction Services, 743 Greene Street, Columbia, SC, 29208.

End of Section AIA A701-1997

# OSE FORM 00201

## STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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**OWNER:** University of South Carolina

**PROJECT NUMBER:** H27-I967

**PROJECT NAME:** Renovate Concourse Entries at Stone Stadium

**PROJECT LOCATION:** Stone Soccer Stadium, corner of Sumter and Heyward Streets, Columbia, SC

**PROCUREMENT OFFICER:** Michelle Adams

### 1. STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

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

1.3. All provisions of 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.

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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

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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



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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 may be used for both Alternates and Base Bid Work if Alternates are accepted.

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

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

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

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

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

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

**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.

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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 Management Center

**Address of Building:** 743 Greene St., Columbia, SC 29208

**WEB site address (if applicable):** www.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@mno.sc.gov](mailto:protest-ose@mno.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**

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

**OSE FORM 00201**

**STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

**END OF DOCUMENT**

Section AIA A310-2010

Bid Bond

Bid Bond, AIA Document A310-2010 Edition, is incorporated into the Contract Documents by reference herein.

Copies of Bid Bond, AIA Document A310-2010, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographics offices.

Original AIA Documents on file at the Office of the University of South Carolina Construction Services, 743 Greene Street, Columbia, SC, 29208.

End of Section AIA A310-2010



**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** Renovate Concourse Entries at Stone Stadium  
**PROJECT NUMBER** H27-I967

**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):* Renovate north and south entries to Stone soccer stadium to include landscaping, irrigation, hardscaping, lighting and fencing.

\_\_\_\_\_, 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): \_\_\_\_\_

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

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

**ALTERNATE # 2** (Brief Description): \_\_\_\_\_

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

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

**ALTERNATE # 3** (Brief Description): \_\_\_\_\_

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

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

**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 SPECIALTY</b> By License Classification and/or Subclassification (Completed by Owner)	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME</b> (Must be completed by Bidder) <b>BASE BID</b>	<b>SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER</b>
None required		
<b>ALTERNATE 1</b>		
<b>ALTERNATE 2</b>		
<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 100 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:** \_\_\_\_\_

Section AIA A101-1997

Standard Form of Agreement Between Owner and Contractor

The Standard Form of Agreement between Owner and Contractor, AIA Document A101-1997 Edition, shall be the form of agreement and is incorporated into the Contract Documents by reference herein.

Copies of Standard Form of Agreement between Owner and Contractor , AIA Document A101-1997, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographics offices.

Original AIA Documents on file at the Office of the University of South Carolina Construction Services, 743 Greene Street, Columbia, SC, 29208.

End of Section AIA A101-1997

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

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**OWNER:** University of South Carolina

**PROJECT NUMBER:** H27-1967

**PROJECT NAME:** Renovate Concourse Entries at Stone Stadium

**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%).”*



**OSE FORM 00501  
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  
Title: Senior Project Manager  
Address: 743 Greene Street, Cola., SC 29208  
Telephone: 803-777-7076 FAX: 803-777-8045  
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: Ann Derrick  
Title: Project Manager  
Address: 743 Greene Street, Cola., SC 29208  
Telephone: 803-777-5811 FAX: 803-777-8739  
Email: aderrick@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: \_\_\_\_\_

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

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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: Mark Cotterill  
Title: Landscape Architect  
Address: 600 Beltline Blvd., Columbia, SC 29205  
Telephone: 803-738-9525 FAX: 803-782-3916  
Email: mark@grimball-cotterill.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**

## Section AIA A201-1997

### General Conditions of the Contract

The General Conditions of the Contract for Construction, AIA Document A201-1997 Edition, shall be the form of General Conditions and is incorporated into the Contract Documents by reference herein.

Copies of the General Condition, AIA Document A201-1997, may be obtained from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006, or from local AIA offices and reprographics offices.

Original AIA Documents on file at the Office of the University of South Carolina Construction Services, 743 Greene Street, Columbia, SC, 29208.

End of Section AIA A201-1997

# OSE FORM 00811

## STANDARD SUPPLEMENTARY CONDITIONS

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**OWNER:** University of South Carolina

**PROJECT NUMBER:** H27-I967

**PROJECT NAME:** Renovate Concourse Entries at Stone Stadium

### 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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**STANDARD SUPPLEMENTARY CONDITIONS**

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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.

**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS****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 Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the approved construction schedule no longer reflects actual conditions and progress of the work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the accepted construction schedule to reflect such conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

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

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

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

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

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

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

**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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## STANDARD SUPPLEMENTARY CONDITIONS

**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."



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

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

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

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

**(1) COMMERCIAL GENERAL LIABILITY:**

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

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

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

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

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

**3.82** *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 be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

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

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

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

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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 to 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.

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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.



**OSE FORM 00811****STANDARD SUPPLEMENTARY CONDITIONS****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)*  
\_\_\_\_\_

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

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

**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)*  
\_\_\_\_\_

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

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

USC SUPPLEMENTAL GENERAL CONDITIONS  
FOR CONSTRUCTION PROJECTS

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

Updated: July 15, 2011

9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.
11. For all projects over \$100,000, including IDC' s, an SE-395, Contractor Performance Evaluation, will be completed by the USC Project Manager and reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed and a Construction Performance rating will be established.
12. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least 2 times per week. Construction waste must not be placed in University dumpsters. THE CONSTRUCTION SITE MUST BE THOROUGHLY CLEANED WITH ALL TRASH PICKED UP AND PROPERLY DISPOSED OF ON A DAILY BASIS AND THE SITE MUST BE LEFT IN A SAFE AND SANITARY CONDITION EACH DAY. THE UNIVERSITY WILL INSPECT JOB SITES REGULARLY AND WILL FINE ANY CONTRACTOR FOUND TO BE IN VIOLATION OF THIS REQUIREMENT AN AMOUNT OF UP TO \$1,000 PER VIOLATION.
13. **Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until this is completed.**
14. The contractor will comply with all regulations set forth by OSHA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). As requested, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.
15. Tree protection fencing is required to protect existing trees and other landscape features to be preserved within a construction area. The limits of this fence will be evaluated for each situation with the consultant, USC Arborist and USC Project Manager. The tree protection fence shall be 5' high chain link fence unless otherwise approved by USC Project Manager. No entry or materials storage will be allowed inside the tree protection zone. A 4" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.
16. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following measures shall be taken: For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over areas impacted. For single loads over 9,000 lbs., two layers of 3/4" plywood is required.
17. For projects requiring heavy loads to cross walks tree root zones or lawns. A construction entry road consisting of 10' X 16' oak logging mates on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep matting structurally functional.

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18. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.
19. Orange safety fence to be provided by the contractor. (USC Arborist, Kevin Curtis may be contacted at 777-0033 or 315-0319)

### **Campus Vehicle Expectations**

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

Updated: July 15, 2011

# CONSTRUCTION CHANGE ORDER

Change Order No.:

Agency: University of South Carolina

Project Number: H27-1967

Project Name: Renovate Concourse Entries at Stone Stadium

Contractor:

Contract Dated: \_\_\_\_\_ For: \_\_\_\_\_

This Contract is changed as follows: *(Insert description of change in space provided below)*

### Adjustments in the Contract Sum:

1. Original Contract Sum: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>
2. Change in Contract Sum by previously approved Change Orders: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>
3. Contract Sum prior to this Change Order: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> \$0.00
4. Amount of this Change Order: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>
5. New Contract Sum, including this Change Order: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> \$0.00

### Adjustments in Contract Time:

1. Original Substantial Completion Date: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>
2. Sum of previously approved increases and decreases: -----	<span style="border: 1px solid black; display: inline-block; width: 50px; height: 20px;"></span> Days
3. Changes in Days for this Change Order: -----	<span style="border: 1px solid black; display: inline-block; width: 50px; height: 20px;"></span> Days
4. New Substantial Completion Date: -----	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>

### Contractor Acceptance:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*  
 Print Name: \_\_\_\_\_

### Architect Recommendation for Acceptance:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*  
 Print Name: \_\_\_\_\_

### Agency Acceptance and Certification

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of Representative)*  
 Print Name: \_\_\_\_\_

- Change is within Agency Construction Procurement Certification amount of \_\_\_\_\_
- Change is not within Agency Construction Procurement Certification amount

### Office of the State Engineer Authorization for change not within Agency Construction Procurement Certification:

Signature of OSE Project Manager: \_\_\_\_\_  
 Date: \_\_\_\_\_



Athletic Village Infrastructure Development Construction - Landscape-Hardscape Construction  
University of South Carolina  
State Project Number H27-6056-MJ-C

**CONTRACTOR'S ONE YEAR GUARANTEE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

WE \_\_\_\_\_  
as General Contractor on the above-named project, do hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and /or workmanship for a period of one (1) year from date of acceptance of the work by the Owner and/or Architect/Engineer; and hereby agree to remedy defects due to faulty materials and/or workmanship, and pay for any damage resulting wherefrom, at no cost to the Owner, provided; however, that the following are excluded from this guarantee;

Defects or failures resulting from abuse by Owner.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

\_\_\_\_\_  
[Name of Contracting Firm]

\*By \_\_\_\_\_

Title \_\_\_\_\_

\*Must be executed by an office of the Contracting Firm.

SWORN TO before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ (seal)

\_\_\_\_\_ State

My commission expires \_\_\_\_\_

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

2011 Edition

**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: Renov Concourse Entries at Stone Stadium  
State Project Number: H27-I967  
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Renovate north and south entries to Stone soccer stadium to include landscaping, irrigation, hardscaping, lighting and fencing.

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

Name: Grimball-Cotterill and Associates  
Address: 600 Beltline Blvd  
Columbia, SC 29205

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)*

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

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
- 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.1 If the Surety proceeds as provided in paragraph 4.4, and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
  - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
  - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
  - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
  - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

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

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

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: Renov Concourse Entries at Stone Stadium  
Project Number: H27-I967  
Brief Description of Awarded Work, as found on the SE-330, Bid Form: Renovate north and south entries to Stone soccer stadium to include landscaping, irrigation, hardscaping, lighting and fencing.

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

Name: Grimball-Cotterill and Associates  
Address: 600 Beltline Blvd  
Columbia, SC 29205

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.

SECTION 02070  
DEMOLITION

PART 1 - GENERAL

- A. The General Conditions of the Contract for Construction, AIA Document A201-1987, is part of this contract.
- B. Attention is directed to AIA Document A701-1987, INSTRUCTIONS TO BIDDERS, 1987 Edition, paragraph 3.3, SUBSTITUTIONS AND ARTICLE 9, SUPPLEMENTARY INSTRUCTIONS, subparagraphs 3.3.1 and 3.3.4 concerning substitution of materials and equipment.

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF WORK:

- A. Work included:
  - 1. Remove existing concrete curb and gutter as shown on drawing (L-1).
  - 2. Remove existing concrete paving as shown on drawing (L-1)
  - 3. Remove existing wrought iron handrails as shown on drawing (L-1).
  - 4. Remove existing plant material as shown on drawing (L-1).

1.3 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner:
- C. Protect bench marks and existing structures, roads, sidewalks, paving and curbs against damage from vehicular or foot traffic.
- D. Maintain designated roadways and walkways for vehicular and pedestrian traffic.

2.1 EXPLOSIVES:

- A. General: Do not use explosives on this Work.

2.2 OTHER MATERIALS:

- A. General: All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor, subject to the approval of the Landscape Architect.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Notification: Notify the Landscape Architect at least two full working days prior to commencing the work of this Section.
- B. Site Inspection: Prior to all work of this Section, carefully inspect the entire site and all objects designated to be removed or to be preserved. **Locate all existing utility lines to be preserved and determine the requirements for their protection.**
- C. Scheduling: Schedule all work in a careful manner with all necessary consideration for neighbors and the public.
- D. **Protection of Utilities: Preserve in operating condition all active utilities traversing the site and designated to remain.**

3.2 JOB CONDITIONS:

- A. Dust Control: Use all means necessary to prevent spread of dust during performance of the Work of this Section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors and concurrent performance of other work on the site.
- B. Protection: Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Landscape Architect and at no additional cost to the Owner.

3.3 REMOVAL OF PAVEMENT AND CURBS:

University of South Carolina – Eugene E. Stone III Stadium  
Project Number – H27-1967

- A. Prior to removal of any pavement and curbs, saw a uniform cut line between the existing pavement/curbs to remain and pavement/curbs to be removed. Break out the pavement/curbs to be removed along cut line.
- B. Wet down the demolition areas as required to prevent dust and dirt from rising.

3.4 REMOVAL OF DEBRIS:

- A. General: Remove all debris from the site and dispose of all removed material legally. Leave the site in a neat and orderly condition to the approval of the Landscape Architect.

END OF SECTION 02070



SECTION 02231  
TREE PROTECTION AND MAINTENANCE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Tree removal, protection, and maintenance of trees where shown on drawings.
- B. Landscape Architect to flag all trees to be removed before proceeding with clearing. (No trees to be removed on this project.)

1.2 TREE PROTECTION BARRIER

- A. A tree protection barrier, as shown on sheet L-2, shall be constructed around the existing trees to remain. Each barrier shall be constructed immediately after the demolition and hand removal of pavement within ten feet of the tree and BEFORE any additional demolition- or construction-related activities occur. See detail E/L-7 on sheet L-7 for more information.
- B. The established protected perimeter around the tree shall be based on one foot in radius per one inch of tree diameter as measured 4.5 feet above grade (e.g. a seven-inch diameter tree will have a protected area with a seven-foot radius and 14-foot diameter around the tree) unless shown otherwise on the plans.
- C. No materials, equipment, trailers, spoil, waste or washout water may be deposited, stored or parked within tree protection areas. All underground utilities, drains, and irrigation lines shall be routed outside the tree protection zone. If lines must traverse the tree protection zone, they shall be tunneled or bored under the tree.
- D. Any herbicides placed under paving materials or in planting beds must be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.

1.3 OBSERVATION

- A. Any demolition, grading, or construction work that is expected to encounter tree roots shall be monitored by the Landscape Architect or consulting arborist.

PART 2 - TREE MAINTENANCE

2.1 PRUNING

- A. Pre-construction tree pruning, if directed to be performed on the plans, shall be performed to clean the crown of dead, diseased, crossing and/or weak wood,

and to provide adequate clearance for equipment and construction. All pruning shall be performed by a qualified arborist certified by the International Society of Arboriculture, and shall be in accordance with the International Society of Arboriculture's Tree Pruning Guidelines (1995) and/or the ANSI A300 Pruning Standard (1995). In most cases no more than 20 percent of the live foliage should be removed from the tree. Brush can be chipped and spread under the tree for mulch to help protect against soil compaction, to ameliorate soil temperatures, and to conserve soil moisture.

- B. All trees within the project area shall be pruned to:
  - 1. clear the crown of diseased, crossing, weak and dead wood to a minimum of 1.5 inches in diameter;
  - 2. remove stubs, cutting outside the wound-wood tissue that has formed around the branch;
  - 3. reduce end weight on heavy, horizontal branches by selectively removing small diameter branches no greater than 2-3 inches, near the ends of the scaffolds.
- C. Where temporary clearance is needed for access, branches shall be tied back to hold them out of the clearance zone.
- D. Interior branches shall not be stripped out (i.e. no "lion-tailing").
- E. Pruning cuts larger than 4 inches in diameter, except for dead wood, shall be avoided unless absolutely necessary.
- F. Pruning cuts that expose heartwood shall be avoided whenever possible.
- G. No more than 20% of live foliage shall be removed within the tree.
- H. While in the tree, the arborist shall perform an aerial inspection to identify defects that require treatment. Any additional work needed shall be reported to the Owner.

## 2.2 FERTILIZATION

- A. No fertilizer should be applied to trees in the project area prior to construction.

## PART 3 - EXECUTION

### 3.1 TREE REMOVAL AND DEMOLITION ACTIVITIES

- A. The demolition contractor shall meet with the Landscape Architect at the site prior to beginning work to review all work procedures, access, haul routes, and tree protection measures.

- B. The limits of all tree protection measures shall be staked in the field.
- C. Trees to be removed that have branches extending into the canopy of trees to remain must be removed by a qualified arborist and not by demolition or construction contractors. The qualified arborist shall remove the tree in a manner that causes no damage to the trees and under-story to remain.
- D. Any brush clearing required with the tree protection zones shall be accomplished with hand-operated equipment.
- E. Trees to be removed shall be felled so as to fall away from tree protection zones and to avoid pulling and breaking of roots of trees to remain. If roots are entwined, the landscape architect may require first severing the major woody root mass before extracting the trees. This may be accomplished by cutting through the roots by hand, with a vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment.
- F. Trees to be removed from within a tree protection zone shall be removed by a qualified arborist. The trees shall be cut near ground level and the stump ground out.
- G. All downed brush and trees shall be removed from the tree protection zone either by hand or with equipment sitting outside the tree protection zone. Extraction shall occur by lifting the material out, not by skidding it across the ground.
- H. Brush shall be chipped and placed in the tree protection zone to a depth of 6 inches.
- I. Structures and underground features to be removed with tree protection zones shall use the smallest equipment possible and operate from outside the tree protection zone. The Landscape Architect shall be on site during all operations within the tree protections zone to monitor activity.
- J. All trees shall be pruned in accordance with the guidelines in this Section.
- K. Any damage to trees due to demolition activities shall be reported to the Owner within 6 hours so that remedial action may be taken. Timeliness is critical to tree health.
- L. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6" of mulch shall be created to protect the soil from compaction. The road bed shall be replenished as necessary to maintain a 6" depth.

### 3.2 METHODS OF EXCAVATION NEAR ROOTS

- A. Air Spade. Soil excavation near tree roots and/or to determine location of tree roots in the areas outlined below shall be conducted with a model 2000 Air

Spade equipped with a 225 scfm (6.2m<sup>3</sup>/min.) nozzle. Further specifications for this spade and ordering information are available upon request.

- B. Compressor. The Air Spade and nozzle combination listed above requires a 250 scfm or greater air compressor. Air compressors with less pressure will overheat during use and cause poor tool performance.
- C. Sewer Vacuum. A sewer vacuum can be used to remove the soil dislodged by the Air Spade if it cannot be easily blown clear of the hole or trench.
- D. Interval Exploratory or Test Trenches shall be dug with the Air Spade to determine the location of roots before any digging within the established protected perimeter area around the tree based on a radius equal to one foot per one inch of tree diameter as measured 4.5 feet above grade.
- E. Test trenches shall be eight inches deep and four to six inches wide.

### 3.3 ROOT CONFLICTS

- A. Within excavation areas, roots should first be pruned to sever them cleanly. Only those roots that will be affected should be pruned. Root pruning is most efficiently accomplished with equipment specifically designed for that purpose. Large circular saws used to cut concrete, and rock saws are also effective. The saws must cut through the woody roots to the depth of the required excavation. Root pruning equipment designed primarily for curb and sidewalk repair may only cut 8-12 inches deep.
- B. Stake the edge of the excavation.
- C. Cut with root pruning equipment 6-12 inches outside the staked line toward the tree. If root pruning equipment cannot be used, dig a trench along the staked line. Equipment such as backhoe can be used until roots larger than 1 inch in diameter are encountered. The roots shall be exposed by hand excavation or Air Spade.
- D. When a root is encountered expose it by removing soil by hand and cut it cleanly with a saw at the outside edge of the trench (toward the tree). Cut to a lateral root when possible. Roots smaller than two inches in diameter that must be severed shall be cut with a hand pruning saw.
- E. Paints and wound treatments shall not be used on any cut surfaces.
- F. Replace soil in the trench. Use of sandy/loam soils is encouraged.
- G. When roots have been excavated, but not cut, they shall not remain uncovered for more than two days.
- H. Roots that have necessarily been pruned shall be recovered with soil within one hour.

### 3.4 AVOIDING TREE TRUNK AND BRANCH DAMAGE

- A. Mechanical. Care shall be taken not to contact the canopy when operating large equipment or vehicles in the proximity of any protected trees.
- B. Heat. Equipment and trucks shall not be operated or left idling under the canopy of any protected trees, so that no damage occurs from radiant heat or exhaust. Paving equipment is particularly damaging and shall not be operated under the tree canopies any longer than is required to pave the area.

## PART 4 - INSTALLATION OF UTILITIES NEAR TREES

### 4.1 GENERAL

- A. For the installation of utility lines the contractor shall consult with the Landscape Architect prior to trenching to establish an acceptable method for excavation. The method of excavation shall be approved by the Landscape Architect and shall be one of the methods described in this section. Boring under tree roots shall be an acceptable method for the installation of utilities in order to avoid cutting roots. Bores shall be at a minimum depth of 30".
- B. Buried Wiring and Plumbing Near Trees. Wiring for the street lights or traffic lights, communication conduits, or plumbing for irrigation which is in conflict with roots two inches or greater in diameter, or is closer than the established protected perimeter area around a tree (see Section 1.1 above) shall be installed in a trench dug by an air spade and the conduit and/or plumbing fitted around the tree roots.
- C. Sewer Service Lines. Where sewer lines are identified to run in areas with roots two inches or greater in diameter, or are closer than the established protected perimeter area around a tree, the Landscape Architect shall be consulted before digging begins to discuss possible alternatives to avoid damaging tree roots.
- D. Water Service Lines. When possible, water service lines shall be placed in the same trenches that are used for sewer services. If a separate trench is needed and the trench is located in an area with roots two inches or greater in diameter or is closer than the established protected perimeter area around a tree (see Section 1.1 above), digging shall be done with an Air Spade and the pipes installed beneath the tree roots.

## PART 4 – TREE PLANTING & STABILIZATION

### 4.1 METHODS

University of South Carolina – Eugene E. Stone III Stadium  
Project Number – H27-1967

- A. Reducing root ball depth. In the event that the depth of a root ball must be reduced to accommodate planting over duct banks or other infrastructure, the Landscape Architect shall be present to supervise.
  
- B. Stake trees as necessary with traditional guying methods, but ensure that wires are not used around tree trunks. Provide rubber hosing at wire or use polypropylene webbing. See plans for details.

END OF SECTION

SECTION 02520  
PRECAST CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general conditions of the Contract, including supplementary conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Perform all work required to complete, as indicated by the Contract Documents and furnish all supplementary items necessary for the proper installation of Precast Concrete.

1.3 SYSTEM DESCRIPTION SUMMARY

- A. System shall consist of precast concrete installed on Latex thinset mortar setting bed.
- B. The installation shall be absolutely rigid and even large slabs shall not be displaced.

1.4 REFERENCES

- A. American Society for Testing and Materials (ASTM)
  - 1. ASTM C 33: Specification for Concrete Aggregates
  - 2. ASTM C 150: Specification for Portland Cement
  - 3. ASTM C 67: Method of Sampling and Testing Brick and Structural Clay Tile
  - 4. ASTM C 140: Specification for Concrete
- B. T.C.A. Tile Council of America
  - 5. Installation Method Cement Mortar Bonded F102 – 95.
- C. A.N.S.I. American National Standards Institute
  - 1. A- 118.4 Latex Portland Cement Mortar
  - 2. A- 118.6 Grout – Latex

1.5 SUBMITTALS

- A. Submit the following in accordance with the Supplementary General Conditions:
  - 1. Manufacturer's Literature: Material descriptive literature, installation

- Instructions and panel color selection chart with mortar colors
2. Test Reports: Three (3) copies, showing compliance with specified ASTM requirements.
  3. Shop drawings: Detail fabrication and installation of precast concrete units. Indicate locations, dimensions, shapes, and cross-sections of each unit. Indicate joints, reveals, and extent and location of each surface finish.
    - a. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
    - b. Indicate location of each precast unit by same identification mark placed on panel.
    - c. Indicate relationship of precast concrete units to adjacent materials.
    - d. Design modifications: If design modifications are proposed to meet field conditions, submit Shop Drawings. Do not adversely affect the appearance, durability, or strength of units when modifying details or materials, and maintain the general design concept.
  4. Samples: Three (3) sample pieces of each manufacturer, type, size and color selected or specified.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
  1. All products covered under this Section shall be produced by a single Manufacturer unless otherwise specified.
  2. Manufacturer shall submit evidence of having not less than fifteen (15) years successful production of this product.
  3. The precast manufacturer shall demonstrate, either by proven field performance of the laboratory freeze-thaw test, that the precast units have adequate durability if they are to be subjected to a freeze-thaw environment.
    - a. Satisfactory field performance is indicated when units similar in composition and made with the same manufacturing process as those to be supplied to the purchase do not exhibit objectionable deterioration after at least 3 years.
    - b. The precast units used as the basis for proven field performance shall have been exposed to the same general type of environment, and temperature range as is contemplated for the units supplied to the purchaser.
- B. Subcontractor Qualifications:
  1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with this product.
- C. Pre-Installation Conference: Conduct conference at Project site.



- D. Mock-up Installation:
1. Prior to the start of precast concrete work construct mock-ups of each type, size and pattern area for the Owner and Landscape Architect to review. The mock-ups will be at the project site at a location mutually agreed to by the Owner and Contractor.
  2. Construct the mock-up with all setting beds, joints and edge details as shown on the drawings.
  3. After review of the mock-ups, they should be retained and used as a standard of quality for the precast concrete work. At completion of the work, remove the mock-up installations and related materials from the project site. If the mock-ups are incorporated in the actual construction, record their actual location and sizes on the actual built record drawings for the project.

#### 1.7 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Do no work during freezing weather or on wet or frozen sub-base.
- B. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace precast work damaged by frost or freezing.
- C. Weather Limitations for Mortar and Grout: Comply with the following requirements:
1. Cold-Weather Requirements: Protect precast work against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials to provide mortar and grout temperatures between 40 and 120 deg F (4 and 49 deg C). Provide the following protection for completed portions of work for 24 hours after installation when the mean daily air temperature is as indicated: below 40 deg F (4 deg C), cover with weather-resistant membrane; below 25 deg F (minus 4 deg C), cover with insulating blankets; below 20 deg F (minus 7 deg C), provide enclosure and temporary heat to maintain temperature above 32 deg F (0 deg C).
  2. Hot-Weather Requirements: Protect precast work when temperature and humidity conditions produce excessive evaporation of setting beds and grout. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and higher.
    - a. When ambient temperature exceeds 90 deg F (32 deg C) with a wind velocity greater than 8 mph (13 km/h), set panels within 1 minute of spreading setting-bed mortar.

## 1.8 SEQUENCING AND SCHEDULING

- A. Coordinate sequencing and scheduling of work with other supporting, adjacent, contiguous or otherwise related material trades.

## 1.9 COORDINATION

- A. Precast manufactured pieces shall be incorporated with unit masonry. Coordinate placement and setting with General Contractor and mason.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

#### Precast Concrete Panels

1. Name: Precast Concrete
2. Size, Finish and Color shall match that of like pieces at the existing Strom Thurmond Fitness and Wellness Center on the University of South Carolina Campus.
3. Reference Standard:
  - a. Cementitious Materials: Materials shall conform to the following applicable ASTM Specifications
    - 1.) Portland Cement: ASTM C 150 for Portland Cement
  - b. Aggregates shall conform to these ASTM specifications, except that grading requirements shall not necessarily apply:
    - 1.) Normal Weight: ASTM C 33 for Concrete Aggregates
  - c. Other constituents: Coloring pigments, integral water repellents, etc., shall be previously established as suitable for use in concrete and either shall conform to ASTM Standards where applicable, or shall be shown by test or experience not to be detrimental to the durability of the concrete.
4. Performance Requirements:
  - a. Compressive Strength: At the time of delivery to the work site, the average compressive strength shall not be less than 7,000 psi with no individual unit less than 6,500 psi per ASTM C 140.
  - b. Absorption: The average shall not be greater than 6 % per ASTM C140.
  - c. Flexural Strength: Not less than 600 psi per ASTM 293.
  - d. Load carrying capacity: Panel units shall have a tested center load capacity of 1,750 lbs. WT CL96
  - e. Latex Mortar Mix: ANSI A-118.4
  - f. Water: Clean and free of deleterious acids, alkalis or organic materials
  - g. Grout: ANSI A-118.6, Grout – Latex

- h. Sealant: As specified in Section 07920 – Sealants and Caulking
- i. Back-up: As specified in Section 07920 – Sealants and Caulking
- j. Bond Breaker: As specified in Section 07920 – Sealants and Caulking

## 2.2 MIXING

- A. Latex Portland Cement Mortar setting bed: As recommended by the manufacturer.
- B. Grouting Mix: Latex as recommended by manufacturer. Color as selected by Landscape Architect.
- C. Rework mixes from time to time to maintain proper consistency, as recommended by manufacturer but do not add ingredients. Discard mortar that has reached its initial set.

## 2.3 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615 /A 615M, Grade 60 (grade 420), deformed.
- B. Steel Welded Wire Fabric: ASTM A 185, plain, cold drawn.

## PART 3 – EXECUTION

### 3.1 INSPECTION

- A. Examine all surfaces to receive the parts of the work specified herein. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected. Installation of precast concrete panels and associated construction constitutes acceptance of the adjacent and underlying construction.
- B. Installation of Mortar bed as per TCA F102-95. All materials used follows instructions of manufacturer for use in mortar method.
- C. Install pre-cast concrete panels level, plumb, square and true.
- D. Grouting shall be in strict accordance with grout manufacturers directions and instructions. Latex or acrylic additives shall be of the same manufacturer of the grout.
- E. All control and expansion joints shall be installed as per TCA EJ 171-94. All joint materials used shall follow manufacturers directions and instructions. Mortar and expansion joints shall be 3/8" wide.

- F. Field cut pre-cast in accordance with manufacturers recommendations for methods, equipment and precautions.

### 3.2 CLEANING and PROTECTION

- A. Remove and replace precast pieces which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement.
- B. Remove mortar stains and all other types of soiling from exposed panel surfaces, wash and scrub clean.
- C. Provide final protection and maintain conditions in a manner acceptable to installer, which ensures panel work is free of damage or deterioration at time of substantial completion.

END OF SECTION 02520

SECTION 02610  
PORTLAND CEMENT CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes furnishing of all labor, materials, equipment and related items required to complete all concrete work as shown or scheduled on the Drawings and specified herein. Items include, but are not necessarily restricted to the following:

1. Concrete paving.
2. Concrete footings.
3. Concrete curbing.
4. Expansion joints.
5. Control joints.

1.2 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

- A. Forms for Exposed Finish Concrete: Unless otherwise indicated, construct form work for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

- B. Reinforcing Materials:

Reinforcing Bars: ASTM A 615, Grade 60, deformed.

- C. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

## 2.2 CONCRETE MATERIALS:

- A. Portland Cement: ASTM C 150, Type I, unless otherwise acceptable to Landscape Architect. Use one brand of cement throughout project, unless otherwise acceptable to Landscape Architect.
- B. Course Aggregates: ASTM C 33, and as herein specified with maximum size No. 57. Provide aggregates from a single source for exposed concrete. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Landscape Architect.
- C. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank-run sand and manufactured sand are not acceptable.
- D. Water: Potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Calcium Chloride: will not be permitted in concrete.
- G. Chemical Curing Compound and Hardener: Symons Corporation Cure and Hard.

## 2.3 JOINT MATERIAL:

- A. Expansion Joint Material: shall be asphalt mastic strips (Pre-formed) composed of cane fiber of cellular nature, or other suitable and approved fiber impregnated with a durable asphaltic compound. Install where located on plans. Hold top edge 1/2" from surface. Thickness throughout to be 1/2".
- B. Construction Joints: Shall be tongue and groove. Provide removable screed cap to form 1/2" x 1/2" groove above joint material. (Caulk joint to within 1/8" of surface).

## 2.4 PROPORTIONING AND DESIGN OF MIXES:

- A. Admixtures: Air entrainment agents conforming to ASTM C-260 shall be used in concrete exposed to weather, and may be used in all concrete on this

project. Air entraining admixtures shall be used to produce 3% to 6% air by volume in the concrete.

## 2.5 CONCRETE STRENGTHS AND SLUMPS:

- A. Strength: All cast-in-place concrete shall have a minimum strength at 28 days (ultimate strength) of 3000 PSI.
- B. Proportioning of the Concrete Mixture:
  - 1. The proportion of the aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface.
  - 2. The materials used for the concrete shall be measured by weight. Maximum slump shall be 4".

## 2.6 CONCRETE MIXING:

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified. Delete references for allowing additional water to be added to batch for material with insufficient slump. Addition of water to the batch will not be permitted. During hot weather, or under conditions contributing to rapid setting concrete, a shorter mixing time than specified in ASTM C 94 may be required.
- B. When air temperature is between 85° F (30° C) and 90° F (32° C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90° F (32° C), reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMS:

- A. Design, erect, support, brace and maintain form work to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Design form work to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

- C. Construct forms complying with ACI 347, to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like to prevent swelling and for easy removal.

### 3.2 SUBGRADES FOR PAVING:

- A. Grading: Do any necessary grading in addition to that performed under work of Section 02200 to bring subgrades for paving after final completion to the required grades and sections.
- B. Preparation of Subgrade: Loosen exceptionally hard spots and recompact. Remove spongy and otherwise unsuitable material and replace with stable material. Fill and tamp traces of utility trenches.
- C. Compaction of Subgrade: Compact the subgrade of all surface areas with appropriate compacting equipment or by other means to such degree as will insure against settlement of the superimposed work.
- D. Checking Subgrade: Maintain all subgrades in satisfactory condition, protected against traffic and properly drained until the surface improvements are placed. Immediately in advance of concreting, check subgrade levels with templates riding the forms, correct irregularities and compact thoroughly any added fill material. On areas to receive concrete pavement, place grade stakes spaced sufficiently to afford facility for checking subgrade levels. Correct irregularities prior to concreting.
- E. Utility Structures: Check for correct elevation and position all manhole covers, drainage castings, valve boxes and similar items located within areas to be paved and make or have any necessary adjustments.

### 3.3 PLACING REINFORCEMENT:

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and method of reinforcement placement and supports, and as herein specified.



- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least maximum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

#### 3.4 JOINTS:

- A. Expansion Joints: Shall be provided where shown and as detailed on the Drawings or specified and shall be at right angles to the slab and extend for the full depth of the pavement. Round all edges of pavement at expansion joints to a 1/8" radius by tooling uniformly with a sidewalk tool.
- B. Construction Joints: Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to Landscape Architect.
- C. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
- D. Isolation Joints in Slabs-on-Ground: Construction joints in slabs on ground at points of contact between slabs on ground and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated.
- E. Control Joints in Slabs-on-Ground: Construct control joints in slabs on ground to form panels of patterns as shown. Joints to be 1" min depth.

#### 3.5 PREPARATION OF FORM SURFACES:

- A. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

- B. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

### 3.6 CONCRETE PLACEMENT:

- A. **Preplacement Inspection:** Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where coatings are not used.
- B. Coordinate the installations of joint materials and moisture barriers with placement of forms and reinforcing steel.
- C. **General:** Comply with ACI 304, and as herein specified.
- D. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- E. **Cold Weather Placing:** Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified. When air temperature has fallen to or is expected to fall below 40° F, uniformly heat water and aggregate before mixing to obtain a concrete mixture temperature of not less than 50° F, and not more than 80° F at point of placement.
- F. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- G. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
- H. **Hot Weather Placing:** When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
  - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90° F (32° C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.

2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Wet forms thoroughly before placing concrete.
4. Do not use retarding admixtures unless otherwise accepted in mix designs.

3.7 CONCRETE FINISH:

- A. All concrete surfaces to receive a light broom finish.

3.8 CONCRETE CURING, HARDENING AND PROTECTION:

- A. General: Protect freshly placed concrete from premature drying and excessive hot or cold temperatures.
- B. Method: Membrane cure-hardener applied to all slabs as follows:
  1. Apply membrane cure-hardener to concrete surfaces by spray, brush or roller. Apply as soon as the concrete is dry to the touch or immediately after finish troweling. Keep slab free of traffic for 48 hours after application. Follow manufacturer's instructions.

3.9 CONCRETE SURFACE REPAIR:

- A. Patching Defective Formed Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Landscape Architect.
- B. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean, dampen with water and brush-coat. They are to be patched with neat cement grout, or proprietary bonding agent.
- C. Repair defective slab surfaces by removing and replacing with fresh concrete. Remove entire section between nearest scores. Finish and apply curing-hardener work. Re-joint scores.

3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION:

- A. The Contractor will employ a testing laboratory to perform tests and to submit tests reports. Sampling and testing for quality control placement of concrete may include the following as directed by Landscape Architect.
- B. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
- C. Slump: ASTM C 143; one test for each concrete load at point of discharge; and one test of each set of compressive strength test specimens.
- D. Compression Test Specimen: ASTM C 31; one set of 6 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
- E. Compressive Strength Tests: ASTM C 39; one set for each 100 cu. yds. or fraction thereof, of each concrete class placed in any one day or for each 5,000 sq.ft. of surface area placed; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
- F. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used. When total quantity of a given class of concrete is less than 50 cu. yds. strength test may be waived by Landscape Architect if, in his judgment, adequate evidence of satisfactory strength is provided. When strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- G. Test-results will be reported in writing to Landscape Architect and Contractor on same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete placement, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.
- H. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained as directed by Landscape Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

END OF SECTION 02610

PORTLAND CEMENT CONCRETE  
02610-8

SECTION 02780  
UNIT PAVERS

GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Brick pavers

1.3 SUBMITTALS

- A. Product Data: For the following:
  - 1. Brick pavers.
  - 2. Mortar and grout materials.
- B. Samples for Verification: Full-size units of each type of unit paver indicated; in sets for each color, texture, and pattern specified, showing the full range of variations expected in these characteristics.
  - 1. Provide Samples with joints grouted and cured, showing the full range of colors to be expected in the completed Work.
- C. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed unit paver installations similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Mockups: Before installing unit pavers, build mockups for each form and pattern of unit pavers required to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build

mockups to comply with the following requirements, using materials indicated for the completed Work, including same base construction, special features for expansion joints, and contiguous work as indicated:

1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
2. Notify Landscape Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Landscape Architect's approval of mockups before starting unit paver installation.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect unit pavers and aggregate during storage and construction against soiling or contamination from earth and other materials.
  1. Cover pavers with plastic or use other packaging materials that will prevent rust marks from steel strapping.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store liquids in tightly closed containers protected from freezing.

#### 1.6 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for Mortar and Grout: Comply with the following requirements:
  1. Cold-Weather Requirements: Protect unit paver work against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials to provide mortar and grout temperatures between 40 and 120 deg F (4 and 49 deg C). Provide the following protection for completed portions of work for 24 hours after installation when the mean daily air temperature is as indicated: below 40 deg F (4 deg C), cover with weather-resistant membrane; below 25 deg F (minus 4 deg C), cover with insulating blankets; below 20 deg F (minus 7 deg C), provide enclosure and temporary heat to maintain temperature above 32 deg F (0 deg C).

2. Hot-Weather Requirements: Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds and grout. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and higher. When ambient temperature exceeds 90 deg F (32 deg C) with a wind velocity greater than 8 mph (13 km/h), set pavers within 1 minute of spreading setting-bed mortar.

## PART2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equal:
  1. Brick Pavers:
    - a. Pine Hall Brick Co. (Winston-Salem, NC)
    - b. Boral Brick (Columbia, SC)
  2. Latex-Portland Cement Mortars and Grouts:
    - a. American Olean Tile Co.
    - b. Boiardi Products Corp.
    - c. Bonsal: W. R. Bonsal Company.
    - d. Bostik.
    - e. C-Cure Corporation.
    - f. Custom Building Products.
    - g. Dal-Tile Corporation.
    - h. DAP Inc.
    - i. Laticrete International, Inc.
    - j. Mapei Corp.
    - k. Southern Grouts & Mortars, Inc.
    - l. Summitville Tiles, Inc.
    - m. TEC Incorporated.

### 2.2 COLORS AND TEXTURES

- A. Colors and Textures: Colors and textures shall match the following
  1. Brick pavers shall match Brookstown 'Full Range' paver brick, 1-3/8" x 4" x 8" or
  2. Boral, heartland flashed thin paver; 1-3/8" x 4" x 8"
  3. or an equal manufacturer

### 2.3 UNIT PAVERS

University of South Carolina – Eugene E. Stone III Stadium  
Project Number – H27-1967

- A. Brick Pavers: Light-traffic paving brick; ASTM C 902, (Class SX, Type I, Application PX) and C67 for freeze and thaw. 10,000 PSI minimum compressive strength and <6% cold water absorption.

#### 2.4 ACCESSORIES

- A. Cork Joint Filler: Preformed strips complying with ASTM D 1752, Type II.
- B. Compressible Foam Filler: Preformed strips complying with ASTM D 1056, Grade 2A1.
- C. Caulk sealant for jointing. Color to match paver mortar.

#### 2.5 AGGREGATE SETTING-BED MATERIALS

- A. Graded Aggregate for Subbase: Sound crushed stone or gravel complying with ASTM D 448 for Size No. 57.
- B. Graded Aggregate for Subbase: ASTM D 2940, subbase material.
- C. Graded Aggregate for Base: Sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.
- D. Graded Aggregate for Base: ASTM D 2940, base material.
- E. Geotextile: Woven or nonwoven geotextile manufactured from polyester or polypropylene fibers, with a permeability rating 10 times greater than that of soil on which paving is founded and an apparent opening size small enough to prevent passage of fines from leveling course into graded aggregate of base course below.
- F. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements of ASTM C 33 for fine aggregate.
- G. Stone Screenings for Leveling Course: Sound stone screenings complying with ASTM D 448 for Size No. 10.
- H. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.
- I. Provide sand of color needed to produce required joint color.

#### 2.6 PORTLAND CEMENT MORTAR SETTING-BED MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II.
- B. Hydrated Lime: ASTM C 207, Type S.



- C. Aggregate: ASTM C 144.
- D. Latex Additive: Acrylic-resin water emulsion serving as replacement for part or all of gaging water, of type specifically recommended by manufacturer for use with job-mixed portland cement and aggregate, and not containing a retarder.
- E. Water: Potable.

## 2.7 GROUT MATERIALS

- A. Latex-Portland Cement Grout: ANSI A118.6, composition as follows:
  - 1. Packaged, dry grout mix consisting of portland cement, graded aggregate, and ethylene vinyl acetate in the form of a reemulsifiable powder to which only water is added at Project site.
  - 2. Dry grout mixture indicated below combined at Project site with acrylic-resin water emulsion serving as replacement for part or all of gaging water.
    - a. Dry Grout Mixture: Factory-mixed, sanded grout complying with ANSI A118.6 and recommended by latex-additive manufacturer; in color indicated. Use latex additive without retarder with dry-set grout.
    - b. Dry Grout Mixture: Factory-mixed or job-mixed sanded grout consisting of the following:
      - 1) Portland Cement: ASTM C 150, Type I or II, of natural color or white as required to produce color indicated.
      - 2) Aggregate: ASTM C 144, graded to comply with latex-additive manufacturer's requirements.
        - a) White Aggregate: Natural white sand or ground white stone.
        - b) Colored Aggregate: Ground marble, granite, or other sound stone; selected to produce required grout color.
  - 3. Colored Mortar Pigments for Grout: Natural and synthetic iron and chromium oxides, compounded for use in mortar and grout mixes. Use only pigments that have proved through testing and experience to be satisfactory for use in portland cement grout.
- B. Water: Potable.

## 2.8 MORTAR AND GROUT MIXES

- A. General: Comply with referenced standards and with manufacturers' written instructions for mix proportions, mixing equipment, mixer speeds, mixing containers, mixing times, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimum performance characteristics. Discard mortars and grout when they have reached their initial set.
- B. Cement-Paste Bond Coat: Mix bond coat to a consistency similar to that of thick cream and consisting of either neat cement and water or cement, sand, and water.
  - 1. For latex-modified portland cement setting-bed mortar, substitute latex admixture for part or all of water per directions of latex-additive manufacturer.
- C. Portland Cement-Lime Setting-Bed Mortar: Type M complying with ASTM C 270, Proportion Specification.
- D. Latex-Modified Portland Cement Setting-Bed Mortar: Proportion and mix portland cement, aggregate, and latex additive for setting bed to comply with directions of latex-additive manufacturer and as necessary to produce stiff mixture with a moist surface when bed is ready to receive pavers.
- E. Latex-Modified Portland Cement Slurry Bond Coat: Proportion and mix portland cement, aggregate, and latex additive for slurry bond coat to comply with directions of latex-additive manufacturer.
- F. Latex-Modified Portland Cement Grout: Add latex additive to dry grout mix in proportion and concentration recommended by latex-additive manufacturer. Proportion cement and aggregate to comply with directions of latex-additive manufacturer.
  - 1. Job-Mixed, Pigmented Grout: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1 to 10, by weight.
  - 2. Job-Mixed, Colored-Aggregate Grout: Produce color required by combining colored aggregates with portland cement of selected color.

### PART3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas indicated to receive paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Where pavers are to be installed over waterproofing, examine waterproofing installation, with waterproofing Installer present, for

protection from paving operations. Examine areas where waterproofing system is turned up or flashed against vertical surfaces and horizontal waterproofing. Proceed with installation only after protection is in place.

### 3.2 PREPARATION

- A. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
- B. Remove substances, from concrete substrates, that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
- C. Proof-roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive subbase for unit pavers.

### 3.3 INSTALLATION, GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- D. Expansion Joint Pattern: As indicated on plans.
- E. Tolerances: Do not exceed 1/16-inch (1.6-mm) unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches (3 mm in 600 mm) and 1/4 inch in 10 feet (6 mm in 3 m) from level, or indicated slope, for finished surface of paving.
- F. Expansion and Control Joints: Provide joint filler at locations and of widths indicated. Install joint filler before setting pavers. Set joint filler to allow caulk sealant to be flush with top of pavers.

### 3.4 AGGREGATE SETTING-BED PAVER APPLICATIONS (Does not apply)

- A. Compact soil subgrade uniformly to at least 95 percent of ASTM D 1557 laboratory density.
- B. Place geotextile over prepared subgrade, overlapping ends and edges at least 12 inches (300 mm).

- C. Place aggregate base in thickness indicated. Place aggregate base over compacted subgrade. Compact by tamping with plate vibrator and screed to depth required to allow setting of pavers. Provide compacted thickness indicated. Compact base to 100 percent of ASTM D 1557 maximum laboratory density and screed to depth required to allow setting of pavers.
- D. Place geotextile over compacted base course, overlapping ends and edges at least 12 inches (300 mm).
- E. Place leveling course and screed to a thickness of 1 to 1-1/2 inches (25 to 38 mm), taking care that moisture content remains constant and density is loose and constant until pavers are set and compacted.
- F. Treat leveling base with soil sterilizer to inhibit growth of grass and weeds.
- G. Set pavers with a minimum joint width of 1/16 inch (1.6 mm) and a maximum of 1/8 inch (3 mm), being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that exceed 3/8 inch (10 mm) with pieces cut to fit from full-size unit pavers.
  - 1. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
- H. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf (16- to 22-kN) compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:
  - 1. After edge pavers are installed and there is a completed surface or before surface is exposed to rain.
  - 2. Before ending each day's work, fully compact installed concrete pavers to within 36 inches (900 mm) of the laying face. Cover open layers with nonstaining plastic sheets overlapped 48 inches (1200 mm) on each side of the laying face to protect it from rain.
- I. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.
- J. Do not allow traffic on installed pavers until sand has been vibrated into joints.
- K. Repeat joint-filling process 30 days later.

### 3.5 MORTAR SETTING-BED APPLICATIONS

- A. Saturate concrete subbase with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.
- B. Apply cement-paste bond coat over surface of concrete subbase about 15 minutes before placing setting bed. Limit area of bond coat to avoid its drying out before placing setting bed. Do not exceed 1/16-inch (1.6-mm) thickness for bond coat.
- C. Apply mortar bed over bond coat immediately after applying bond coat. Spread and screed setting bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.
- D. Mix and place only that amount of mortar bed that can be covered with pavers before initial set. Cut back, bevel edge, remove, and discard setting-bed material that has reached initial set before placing pavers.
- E. Wet brick pavers before laying if the initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.
- F. Place pavers before initial set of cement occurs. Immediately before placing pavers on setting bed, apply uniform 1/16-inch- (1.5-mm-) thick, slurry bond coat to bed or to back of each paver with a flat trowel.
- G. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in a single operation before initial set of mortar; do not return to areas already set and disturb pavers for purposes of realigning finished surfaces or adjusting joints.
- H. Spaced Joint Widths: Provide 3/8 inch (10 mm) nominal joint width with variations not exceeding plus or minus 1/16 inch (1.6 mm).
- I. Grout joints as soon as possible after initial set of setting bed. Force grout into joints, taking care not to smear grout on adjoining pavers and other surfaces. After initial set of grout, finish joints by tooling to produce a slightly concave polished joint, free from drying cracks.
- J. Cure grout by maintaining in a damp condition for seven days, unless otherwise recommended by latex-additive manufacturer.

### 3.6 REPAIR, POINTING, CLEANING, AND PROTECTION

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

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- B. Pointing: During tooling of joints, enlarge voids or holes and completely fill with mortar or grout. Point up joints at sealant joints to provide a neat, uniform appearance, properly prepared for sealant application.
- C. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean.
  - 1. Remove protective coating as recommended by protective coating manufacturer and acceptable to unit paver and grout manufacturer. Trap and remove coating to prevent it from clogging drains.

END OF SECTION 02780

SECTION 02800  
LANDSCAPE WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Work included: Work under this Section includes installation of all trees, shrubs, ground cover, annuals, sod and related work required for completion of the project as shown on the Drawings and specified herein.
  - 1. Included hereunder are the furnishing of all equipment, materials and labor necessary to furnish and/or install soil treatment, sodding, planting and mulching of trees, shrubs and vines, protection, maintenance, guarantee and replacement of plants and all work related to the above as specified.

1.2 QUALITY ASSURANCE:

- A. Contract landscape work to a single firm specializing in landscape work.

1.3 SOURCE QUALITY CONTROL:

- A. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- B. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material.
- C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Utilize any stockpiled topsoil, cleaned and screened, for re-use in Landscape Work. The contractor shall provide additional topsoil as required to complete Landscape Work. Landscape Contractor will be responsible for fine grading of

areas to be planted and sodded. Areas to receive sod and/or plantings shall receive 4" minimum topsoil. Topsoil required shall be furnished as follows:

Obtain topsoil only from naturally well-drained sites having similar soil characteristics to that found at Project Site and where topsoil occurs at a depth of not less than 4". Do not obtain from bogs or marshes.

1. Topsoil shall not contain subsoil, debris, lumps or rocks larger than 1" in diameter, or weed seed.
2. Topsoil shall be classified as loam, silt loam, clay loam or any combination thereof. Classifications are as determined by the Bureau of Plant Industry, Soils and Agricultural Engineering USDA Triangular Soil Texture Chart.
3. Topsoil shall contain not less than 3 percent and not more than 10 percent, by weight of organic matter, as determined by weight loss upon ignition of oven-dried samples.

## 2.2 SOIL AMENDMENTS:

- A. The Landscape Contractor shall furnish the Landscape Architect soil analysis and reports as performed by the Agricultural Extension Service or commercial testing laboratory for all area to receive planting. The Landscape Contractor shall incorporate necessary additives in proper quantities as recommended in the soil analysis, or as necessary to bring the soils up to acceptable standards. The Landscape Contractor shall include in his bid and shall pay for all tests required.
- B. Commercial fertilizer shall be complete slow release fertilizer as specified by soil analysis and shall conform to the applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.
- C. Fertilizer Tablets or Packets. Fertilizer planting tablets or packets shall contain prolonged-release nitrogen, derived from Urea-formaldehyde. Tablets or packets shall be at least a strength of 16-8-5. The amount of available nitrogen, phosphorus or potash may be increased slightly to meet the standard manufactured products available. This fertilizer shall conform to the applicable state fertilizer laws and shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis.
- D. Herbicide shall be an approved commercial grade pre-emergent herbicide used in soil preparation. The particular type of herbicide shall be certified safe for the



plants specified in the Plant List or for the plants around which the herbicide shall be used.

- E. Lime shall be ground limestone (Dolomite) containing not less than eighty-five (85) percent of total carbonates and shall be ground to a fineness that fifty (50) percent will pass through a 100-mesh sieve and ninety (90) percent will pass through a 20-mesh sieve. Coarser material shall be acceptable provided that specified rates of application are increased proportionally on the basis of quantities passing the 100-mesh sieve.
- F. Compost shall be a domestic product consisting of partially decomposed vegetable matter of natural occurrence. It shall be brown, clean, and low in content of mineral and woody materials, mildly acid and granulated or shredded.
- G. Ammonium nitrate shall be a commercially available agricultural chemical and shall be furnished under the manufacturer's guaranteed statement of analysis giving percentage of active ingredients.
- H. Water. The Owner shall supply, at no expense, an adequate supply of water to meet the needs of this Contract. The contractor shall furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of planted areas as may be required to complete the work as specified.

## 2.3 STAKING:

- A. Material for Staking and Guying:
  - 1. Material for staking and guying must be 2 1/2" x 2 1/2" x 8' long solid oak stake.
  - 2. Wire for fastening trees to stakes shall be polypropylene webbing or No. 10 gauge pliable, galvanized iron. All wires to be placed with brightly colored uniform flagging for easy sighting.
  - 3. Hose to encase wire used for fastening trees to stakes shall be new or used two-ply reinforced rubber garden hose, black or green in color. Only one color shall be used throughout the project.

## 2.4 GRASSING

- A. Sod shall be well-rooted, at least 98% Centipede completely free of noxious weeds and grasses. It shall be mowed to a height not to exceed 2" before lifting and shall be of uniform thickness, with not over 1-1/4" or less than 1" of soil and shall be approved by the Landscape Architect before planting.

- B. Sprigs shall be healthy living stems (stolons or rhizomes) with attached roots, harvested without adhering soil and obtained from approved sources where sod is heavy and thickly matted. The presence of Johnson grass, Nutgrass or other objectionable grasses, weeds, or other detrimental materials will be cause for rejection. Not more than 24 hours shall elapse between harvesting and planting of sprigs, except that when weather or other uncontrollable conditions interrupt the work, a time extension may be granted, providing sprigs are still moist and viable. Sprigs that have heated in stockpiles, become frozen, allowed to become dry or otherwise seriously damaged will be rejected and shall be disposed of as directed by the Landscape Architect.
- C. Grass seed shall be clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixtures composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. Seed shall conform to all State laws and requirements and regulations of the SC Department of Agriculture. The Owner reserves the right to test, reject, or approve all seed.

2.5 MULCH:

- A. Shredded and double hammered Hardwood Mulch shall be fresh, clean, and free from sticks and debris.
- B. Samples of materials as listed below shall be submitted for inspection, on the site or as otherwise determined by the Landscape Architect. Upon approval of samples by the Landscape Architect, delivery of materials may begin.

MATERIALS	SAMPLE
Shredded and Double Hammered Hardwood Mulch	1 Gallon
Plants	1 of each
Sod	1 Roll

Typical samples shall be furnished from each separate source of supply. Approved samples shall be stored on the site and protected until furnishing of materials is complete. Plant samples may be planted in permanent positions, but labeled as samples.

2.6 PLANT MATERIALS (See Plant List):

- A. Nomenclature. The names of plants required under this Contract conform to those given in Standardized Plant Names, 1942 Edition, prepared by the Ameri-

can Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the nursery trade.

- B. Quantities. Provide quantities necessary to complete the planting as shown on the drawings. Contractor must check quantities and differences shall be brought to the attention of the Landscape Architect.
- C. Quality and Size. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, plant diseases and injuries. All plants shall equal or exceed the measurements specified in the Plant List which are minimum acceptable sizes. They shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting. Requirements for the measurement, branching, grading, quality, balling and burlapping of plants in the Plant List generally follow or exceed the Code of Standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock.
- D. Substitutions will be permitted after Award of Contract only upon submission of proof in writing that a plant is not obtainable and authorization by the Landscape Architect for use of the nearest equivalent obtainable size or variety of plant having the same essential characteristics. Should this substitution result in the use of a smaller or less valuable plant, a change order will be issued with an equitable adjustment in contract price.
- E. Type of Protection to Roots:
  - 1. Balled and Burlapped Plants. Plants shall be balled and burlapped unless otherwise noted on the Drawings. They shall be dug with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant and of minimum sizes shown on the Plant List. Balls shall be firmly wrapped with untreated burlap or similar material and bound with twine, cord or wire mesh. Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform.
  - 2. Container-grown plants designated in the Plant List shall have been grown in a container such as pots, cans, tubs or boxes and have sufficient roots to hold earth together intact after removal without being root bound. Container size shall be in proportion to plant size and in accordance with AAN Standards. The Landscape Architect shall have the option to reject container-grown material if the growing media is too porous to hold adequate water for the plant's survival without watering more than once a week.

- F. Protection after Delivery. The balls of plants which cannot be planted immediately upon delivery shall be covered with moist soil or mulch or provided with other protection from drying winds and sun. All plants shall be watered as necessary until planted.

### PART 3 - EXECUTION

#### 3.1 PLANTING METHODS:

- A. Time of Planting. Planting operations shall be conducted under favorable weather conditions preferably during the period from October 1 to April 1. The Landscape Contractor has the option and assumes full responsibility for planting during unseasonable conditions. Trees should be dug and heeled in or in container and placed in a well watered holding area provided by the nursery or Landscape Contractor until the time of planting. Landscape Contractor to be responsible for the welfare of the tree until project is completed, when the owner will assume responsibility.
- B. Plants to Remain. The Landscape Contractor shall take all necessary precautions to preserve and protect all existing plants that are to remain on the site. This shall include, but is not limited to, hand excavation of planting pits in close proximity to existing shrubs or within the spread of branches of larger trees, watering of existing materials adjacent to plant pits, trimming or pruning to permit installation of new plants or to repair damaged existing plants.
- C. Obstructions Below Ground or Overhead:
  - 1. It is not contemplated that planting shall be done where the depth of soil over underground construction, obstructions or rock, is insufficient to accommodate the roots or where pockets in rock or impervious soil will require drainage. Where such conditions are encountered in excavation of planting areas and where the stone, boulders or other obstructions cannot be broken and removed by hand methods in the course of digging plant pits of the usual size and where trees to be planted are found to be under overhead wires, other locations for the planting may be designated by the Landscape Architect.
  - 2. Removal of rock or other underground obstruction, relocation of construction and provisions of drainage for planting areas shall be done only as directed by the Landscape Architect.

3. Should the Landscape Contractor encounter unsatisfactory surface or subsurface drainage conditions, soil depth, latent soils, hard pan, steam or other utility lines or any other conditions that will jeopardize the health and vigor of the plantings, he must advise the Landscape Architect in writing of the conditions prior to installing the plants. Otherwise, the Landscape Contractor warrants that the planting areas are suitable for proper growth and development of the plants to be installed.

D. Lawns

1. See Planting Plans for location of areas to be sodded.
2. Fine Grading Areas to be sodded shall be brought to within the thickness of the sod of the finished grade. Allowance for settlement shall be made. Fine grading for all areas will be performed by the Landscape Contractor prior to any planting or sodding.
3. Soil Improvements:
  - a. Ground limestone shall be applied at the rate recommended by the testing laboratory.
  - b. Fertilizer shall be applied at the rate recommended by the testing laboratory.
  - c. Application. Limestone shall be thoroughly mixed into the topsoil and as far ahead of sodding as possible, to prevent interfering with other grading operations.

E. Laying of Sod

1. Before any sod is laid, all soft spots and inequalities in grade shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur, tamped or rolled and then watered thoroughly. The completed sodded surface shall be true to finished grade, even and firm at all points.
2. Sod on slopes steeper than 2 1/2 to 1 shall be held in place by wooden pins about 1" square and about 6" long, driven through the sod into the soil until they are flush with the top of the sod or by other approved methods for holding the sod in place. Stakes shall be spaced along the center-line of a strip of sod at intervals of approximately 3'.

3. During dry periods, sod must be watered as it is laid.

F. Sprigging

1. Sprigs shall be applied at a rate no less than 17.5 bushels per 1,000 square feet (750 bushels per acre). Sprigging shall not be done during windy weather, or when the ground is excessively wet, frozen, or otherwise untillable. If the soil is not sufficiently moist when sprigs are being set, water shall be applied until the soil contains sufficient moisture. Sprigs shall be broadcast by hand or by suitable equipment in a uniform layer over the prepared surface with spacing between sprigs not to exceed 8 inches. The sprigs shall then be forced into the soil to a depth of 2 to 3 inches with a disk harrow or other satisfactory tool set to cover the sprigs to the required depth. A portion of the sprig foliage should be left exposed at the soil surface. After the planting of sprigs and prior to compaction, the surface shall be cleared of stone larger than 2-1/2", large clods, roots, and other litter brought to the surface during sprigging. The sprigged areas shall be compacted within 24 hours from the time sprigging has been completed, weather and soil conditions permitting, by cultipackers, rollers, or other suitable equipment. Compaction shall not be done when the soil is in such condition that it is being picked up by the equipment, nor shall clay soils be compacted. Ensure adequate moisture to all sprigged areas during initial establishment period. A second application of fertilizer shall be applied after plants have become established, applied in a dry form as directed by soil testing results.

Acceptance. Sprigged areas shall achieve a 90% rate of coverage after 8 weeks, and 100% coverage at the end of the growing season. Coverage will be determined on a square yard basis.

G. Seeding

1. Areas to be seeded shall be uniform and shall conform to the finished grade as shown on the plans. The seedbed shall be loosened to a minimum depth of 3 inches before agricultural lime, fertilizer or seed is applied. Areas to be seeded shall be cleared of stones larger than 2.5 inches in any dimension, roots and other debris. At areas to be grassed where the existing seed bed has little or no topsoil, the Contractor shall furnish and place topsoil in order to ensure a good stand of grass.
2. Lime and/or fertilizer shall be spread uniformly over the designated areas and shall be thoroughly mixed with the soil to a depth of 2 inches. Lime and fertilizer shall be applied at the rate specified by the soil test report.

Lime and fertilizer may be applied by approved mechanical spreaders or by hydraulic methods as a mix of fertilizer and seed.

3. Within 24 hours following the covering of the seed, straw or hay mulch material shall be spread at the rate of 2 tons per acre. Mulch shall be held in place by an approved tacking agent applied at the manufacturer's recommended rate. Hydroseeding may be performed using 1500 pounds per acre wood, cellulose, or a wood/cellulose mix hydroseeding mulch with the manufacturer's recommended rate of an approved tacking agent.
4. The Contractor shall obtain a satisfactory stand of perennial vegetation whose root system shall be developed sufficiently to survive dry periods and winter weather, and be capable of re-establishment in the spring. The perennial vegetative cover shall have a minimum coverage density of 70% for the seeded areas.

H. New Plantings:

1. Layout. New planting shall be located where shown on the Drawings except where obstructions below ground or overhead are encountered or where changes have been made in the construction. Necessary adjustments shall be made only after approval by the Landscape Architect. No planting, with the exception of ground cover, espalier plants and hedge, shall be placed closer than 2' to pavement or structures. The Landscape Contractor shall be responsible for staking and layout of plantings on this project. The Landscape Architect shall be advised when stakes are in place and ready for inspection on various planting areas. All layout work shall be inspected and approved by the Landscape Architect prior to opening any plant pits.
2. Planting Pits. Reasonable care shall be exercised to have pits dug and soil prepared prior to moving plants to their respective locations for planting to insure that they will not be unnecessarily exposed to drying elements or to physical damage. However, no open holes shall be left overnight or unmarked or unattended.
  - a. Circular pits with vertical sides shall be excavated for all plants in beds or trenches. See Planting Plan for more detailed information regarding preparation of planting areas. Diameter of pits for trees and shrubs shall be at least 2' greater than the diameter of the ball or spread of roots. The depth of pits for trees, shrubs and vines shall be enough to accommodate the ball or roots when the plant is set to finished grade allowing for 6" of compacted topsoil or prepared soil in the bottom of the pit.

- b. Before planting any area, fill a representative sample of the excavated planting pits and beds with water to a depth 6" or more as required to verify if the subsoil is permeable enough to percolate satisfactorily and drain adequately after plants are installed. Advise the Landscape Architect in writing if any problems are anticipated regarding excessive ground water or unsuitable percolation.
- i. Soil Preparation for Planting Trees and Shrubs:
  1. Soil used in planting shall be existing soil and/or re-spread topsoil. The prepared soil mix in tree pits as herein before specified shall be thoroughly mixed with one part compost to three parts of existing soil.
  2. Fertilizer tablets or packets shall be placed in each tree or shrub plant pit at a depth of 6" to 8" when the plant is set in place. The exact quantity and distribution of tablets or packets shall be in strict accordance with the manufacturer's recommendation for the sizes of material specified.
  3. Excess excavated soil shall be disposed of off site by the Landscape Contractor unless specific permission is obtained from the owner to dispose of excess material on the site.
- J. Soil Preparation for Planting Ground Cover and Annuals:
  1. Loosen subgrade of lawn areas to a minimum depth of 6". Remove stones over 1 1/2" in any dimension, sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
  2. Soil used in planting shall be existing soil as herein before specified and shall be thoroughly mixed with one part compost to three parts of existing soil.
  3. Add specified soil amendments as per soil analysis and mix thoroughly into upper 4" of topsoil.
  4. Excess excavated soil shall be disposed of off site by the Landscape Contractor unless specific permission is obtained from the Owner to dispose of excess material on the site.
- K. Setting Plants. Unless otherwise specified, all plants shall be planted in pits, centered and set on 6" of compacted soil or prepared soil to such a depth that the finished grade level at the plant after settlement will be the same as that at



which the plant was grown. Prior to setting container-grown plants, make four to five cuts 1/2" - 1" deep, top to bottom on root-bound mass to loosen roots. Plants shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under balls. Plant forms, wires and surplus binding from top and sides of the balls shall be removed. All broken or frayed roots shall be cut off cleanly. Prepared soil shall be placed and compacted carefully to avoid injury to roots and to fill all voids. When the hole is nearly filled, add water as necessary and allow it to soak away. Fill the holes to finished grade. After the ground settles, additional soil shall be filled in, to the level of the finished grade.

- L. Guying and Staking. Trees shall be supported immediately after planting. All trees shall be staked as detailed and shown on the Plans. Wires shall be encased in hose to prevent direct contact with the bark of the tree and shall be placed around the trunk in a single loop. Wires shall be tightened and kept taut by the use of turnbuckles. Stakes shall be equally spaced about each tree and shall be driven vertically into the ground to a depth of about 2' in such a manner as not to injure the ball or roots. Trees shall be fastened to each stake at a height where substantial branching will hold encased wire in place. Wire shall be doubled and twisted taut. Stakes shall be uniform in length and placed according to the type, size and location of the tree.
- M. Herbicide Treatment. All tree saucers, shrub and ground cover beds shall be treated after plants have been installed with an approved pre-emergent herbicide recommended by the manufacturer. Plants installed during the fall planting season shall be treated with the approved herbicide during the first week of April of the following year. Plants installed in the spring shall be treated with the approved herbicide immediately after installation. Herbicide shall be cleared by the manufacturer as safe for use around plants itemized in the Plant List.
- N. Shredded Hardwood Mulching. Tree and shrub beds shall be mulched with 3" of shredded hardwood mulch. This mulch shall cover the entire bed area and shall have a neat and well-defined edge between lawn area and shrub bed. Trees in lawn areas with individual saucers shall be mulched with 3" of shredded hardwood mulch.
- O. Pruning and Repair. All pruning and repair work must be completed within a ten day period after planting. The amount of pruning included under the work of this Section shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations.
  - 1. Trees and some shrubs will be pruned back after planting to maintain a balance between the reduced root system and the branches. Care will be taken in this work to insure that the plants preserve their natural form.

2. The natural form of newly planted trees and shrubs will be preserved in pruning by the removal of branches and/or part of branches at different lengths in accord with standard horticulture practices and as directed by the Landscape Architect. Pruning will always be done with a clean cut in living wood without bruising or tearing of bark and without leaving any stubs which would prevent the wound from healing over. Horizontal cuts may cause rot and will be avoided.

### 3.2 CLEAN-UP:

- A. Clean-up. Any soil, bark, peat or similar material which has been brought onto paved areas within or outside the construction area by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones and debris which have not been cleaned up shall be removed from the site or disposed of as directed by the Landscape Architect. All planting areas shall be prepared for final inspection.
- B. Other Work. The Landscape Contractor shall be responsible for the repair of any damage caused by his activities or those of his subcontractors within or outside the construction area such as the storage of topsoil or other materials, operation of equipment and other usage. Such repair operations shall include any regrading, sodding or other work necessary to restore damaged work or areas to an acceptable condition.

### 3.3 MAINTENANCE:

- A. Maintenance shall begin immediately following the last operation of installation for each portion for each plant and shall continue until installation of planting is complete and the planting is formally accepted. Maintenance shall include mowing, watering, weeding, cultivating, mulching, tightening and repairing of guys, removal of dead material, resetting plants to proper grades or upright positions, restoration of the planting saucer and other necessary operations. Any damage resulting from planting operations shall be repaired promptly.
- B. The Owner shall be responsible for all required maintenance after the planting is formally accepted (final acceptance).
- C. Maintenance Instructions - Landscape Work. The Landscape Contractor shall submit to the Owner three (3) copies of typewritten instructions recommending the monthly procedures to be established by Owner for the maintenance of landscape work during the one-year guarantee period. Submit prior to the final inspection for acceptance.

### 3.4 INSPECTION FOR ACCEPTANCE:

- A. Inspection of the work of this Section to determine completion of the Landscape Contractor's work, exclusive of the possible guarantee replacement of plants, shall be made by the Landscape Architect upon receipt of written notice requesting such inspection submitted by the Landscape Contractor at least ten (10) days prior to the anticipated date of inspection.
- B. Acceptance. After inspection, the Landscape Contractor will be notified in writing by the Landscape Architect of acceptance of all work of this Section, exclusive of the possible replacement of plants subject to guarantee or the Landscape Contractor will be notified in writing if there are any deficiencies from the requirements for completion of the work. Replacements, maintenance and repair work remaining to be done shall be subject to re-inspection before acceptance.

### 3.5 PLANT GUARANTEE AND REPLACEMENT:

- A. Guarantee. This guarantee shall be provided to the owner by the contractor responsible for planting and irrigation. Plants shall be guaranteed for the duration of one (1) full year after the formal acceptance of the planting by the Owner and shall be alive and in satisfactory growth at the end of the guarantee period. The Owner shall be responsible for all maintenance necessary to keep the plants alive and healthy between the time the plantings are accepted and the end of the guarantee period. The basic needs of the plants during this period are for adequate water and protection from insects and other similar pests. Plants severely damaged by vandals are not subject to replacement by this Landscape Contractor.
- B. Sodded lawn areas are not subject to a one year guarantee.
- C. Should the Landscape Contractor find the plant material is not receiving the proper maintenance at any time prior to the end of the guarantee period, he should advise the Landscape Architect and the Owner immediately in writing so corrective measures may be initiated.
- D. Replacement. At the end of the guarantee period, inspection will be made by the Owner and the Landscape Architect upon written notice requesting such inspection submitted by the Landscape Contractor at least ten (10) days prior to the anticipated date. Any plant installed under this Contract that is dead or not satisfactory in growth as determined by the Landscape Architect shall be removed from the site. These, and any plants missing due to the Landscape Contractor's negligence, shall be replaced as soon as conditions permit but during the normal planting season.

1. Any plant that has die-back or otherwise loses 30% or more of its branches, excluding branches removed by trimming and pruning, as existing and living prior to removal from the nursery field shall be rejected. In case of any question, the Landscape Contractor may elect to allow such plant to remain through another complete growing season at which time the rejected plant, if found to be dead or in an unhealthy or badly impaired condition, shall be replaced.
  2. The Landscape Contractor shall be responsible for removing dead or diseased plants from the site during the guarantee period upon notification by the Owner or Landscape Architect. Dead plants may be removed by the Owner during the guarantee period provided they keep a photographic record of all plants removed. Photographs should show plant to such a degree that is clearly evident the plant is dead. Replacements shall be made only at the end of the guarantee period as described herein.
  3. The Landscape Architect shall inspect replaced plants when all replacements have been made. Any plant that is not alive and in a healthy vigorous condition shall be replaced again by the Landscape Contractor.
- E. Materials and Operations. All replacements shall be plants of the same kind and size as specified in the Plant List. They shall be furnished and planted as specified under "New Planting", the cost of which shall be borne by the Landscape Contractor.
- F. Replaced plants are not subject to a full one (1) year guarantee, but replacements must be alive and vigorous when inspected after planting and must leaf out fully in spring, if replacements are made while the plant is dormant.

END OF SECTION 02800

SECTION 02810  
UNDERGROUND IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work covered by this Section consists of furnishing all labor, equipment and materials and performing all operations necessary for installing an automatic irrigation system as shown on the Drawing and/or described by these Specifications. The work includes: preparation and excavation of trenches, installation of irrigation system (including: plastic pipe, fittings and connectors, sprinkler heads, automatic control valves and valve boxes, drip accessories, electric control cable, wiring to controller and required submittals).

1.2 QUALITY ASSURANCE:

- A. Subcontract work to a single firm specializing in irrigation systems.
- B. Manufacturer Qualifications. Provide underground sprinkler system as a complete unit produced by a single acceptable manufacturer including heads, valves, piping circuits, controls and accessories.

1.3 SUBMITTALS

- A. Product Data: Submit three (3) copies (neatly stapled into sets) of manufacturer's catalog cuts, equipment data sheets, or shop drawings for the following products:

1. Sprinkler heads
2. Swing Joints
3. Valves: electric and manual
4. Controller and controller accessories
5. Valve boxes
6. Pipe and pipe fittings
7. Control wire and splice connectors
8. Drip components
9. Solvent, primer and Teflon tape

- B. Submit a written proposal including a breakdown of components to be used in the system and a complete description of the scope of work. Include all

information of plumbing and/or electrical permits and fees. Also include with the written proposal:

1. A letter(s) from the manufacturer(s) of all major components of the system (sprinklers, electric valves, controllers, and drip components) that a local authorized service center exists. The name and address of that service center shall be included in the letter. The same letter(s) shall also include the name of the local authorized manufacturer's representative.

## PART 2 - PRODUCTS

### 2.1 SPRINKLER SYSTEM:

A. Manufacturer. Irrigation system products shall be by the following manufacturers:

Rainbird Sprinkler Mfg. Corp.	1-800-247-3782	<a href="http://www.rainbird.com">www.rainbird.com</a>
Walla Walla Sprinkler Co.	1-509-525-7907	<a href="http://www.mprotator.com">www.mprotator.com</a>
The Toro Company	1-800-664-4740	<a href="http://www.toro.com">www.toro.com</a>

### 2.2 GRAVEL:

A. Material for gravel sump shall be pea gravel or approved equal.

### 2.3 PLASTIC PIPE AND FITTINGS:

A. The plastic pipe shall be rigid unplasticized PVC class 200 or class 160 (SDR 26), unless otherwise noted on drawings, extruded from virgin parent material. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious wrinkles and dents. All plastic pipe shall be manufactured by CertainTeed, Johns-Mansville or approved equal.

B. All plastic pipe fittings shall be schedule 40 PVC and shall be manufactured by the same manufacturer as the plastic pipe.

### 2.4 SHRUB AND LAWN SPRINKLER HEADS:

A. All full and part circle sprinklers shall be of the fixed spray variety as is specified on the Drawing. These sprinklers shall be of the pop-up type with spring retraction. The body of the sprinkler shall be constructed of Cylolac Material and the sprinkler shall be easily serviced from the Manufacturer's specifications with regard to the diameter of throw and gallonage at a given pressure.

Spacing of heads shall not exceed the manufacturer's maximum recommendation.

- B. Matched precipitation will be required on all full and part circle sprinklers operation on the same zone.

## 2.5 PVC SLEEVING:

- A. Schedule 40 PVC pipe shall be as noted on the drawings. These sleeves are to be used for proposed irrigation lines. Irrigation sub-contractor shall coordinate installation with General Contractor.

## 2.6 AUTOMATIC CONTROL VALVES:

- A. The remote control valve shall be a normally closed 24 volt A.C. 50/60 cycle solenoid type. Valve pressure rating shall not be less than 150 PSI.
- B. The valve body and bonnet shall be constructed of heavy duty glass-filled nylon, diaphragm shall be on nylon reinforced nitrile rubber. Solenoid coil shall be encapsulated in molded epoxy.
- C. The valve body shall be activated by a low power, 2.0 watt 24 volt A.C. solenoid. The solenoid plunger shall have a filter to insure positive valve operation.
- D. The valve shall have a flow control stem with wheel handle for regulation or shutting off the flow of water and a bleed screw for manual operation without electrically energizing the solenoid coil.
- E. The valve construction shall be such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

## 2.7 VALVE BOXES:

- A. All control valves shall be installed in a valve box in accordance with manufacturer's specifications.

## 2.8 CONTROL VALVE CABLE:

- A. All wiring to be used for connecting the automatic remote control valve to the automatic controllers shall be Type "UF", 14-1 stranded or solid copper, single conduction wire with PVC insulation and bear UL approval for direct underground burial feeder cable. Wire connections to remote control electric valves and splices of wire in the field shall use Pen-Tite wire connectors or approved equal and scaling cement.

2.9 BACKFLOW PREVENTER:

- A. Install size as indicated on drawings and as per local codes.

2.10 DRIP IRRIGATION ACCESSORIES:

- A. Filter. Provide filter at valve to each drip zone. Provide screen having equivalent of 140-mesh filtration capacity.
- B. Pressure Regulator. Incorporate regulator into each drip system if supply pressure exceeds 40 PSI.
- C. Closure Caps. Provide in accordance with manufacturer's recommendations.

2.11 AUTOMATIC RAIN SENSOR

- A. The rain sensor shall be a micro electronic solid-state type, capable of interrupting the power from the irrigation controller to the valves when rainfall exceeds a preselected setting of 1/8" to 3/4". Device shall be made of corrosion resistant plastic casing.

2.12 AUTOMATIC CONTROLLER:

- A. The controller shall be capable of operating 24 V.A.C. electric remote control valves. The controller shall have an active day light with timing accurate to 1 minute per month. (See plan for more specific information).
- B. The wall mount type controller cabinet shall be of injection molded high impact plastic which shall resist corrosion and provide for an attractive appearance. The door shall be mated with the other cabinet parts and be made of the same material. The controller shall be wall mounted as shown on the irrigation plan. The controller shall have adequate lightning protection.

PART 3 - EXECUTION

3.1 LAYOUT OF LINES:

- A. The water lines will be laid at the locations shown on the plans. The Landscape Contractor shall stake out the location of each run of pipe and all sprinkler heads or valve locations for approval by Landscape Architect prior to digging trench.



- B. The lawn irrigation system shall be installed so that it will drain at all points.
- C. Install PVC pipe in dry weather when temperature is above 40° F in strict accordance with manufacturer's instructions. Allow joints to cure at least 24 hours at temperature above 40° F (4°C) before testing unless otherwise recommended by manufacturer.

### 3.2 EXCAVATION AND BACKFILL:

- A. Trenches for PVC pipe main lines shall be excavated to sufficient depth of 12" minimum and an unspecified width to permit proper handling and installation of pipe and fittings. Trenches for PVC pipe lateral sprinkler lines shall be excavated to sufficient depth of 12" minimum and an unspecified width to permit proper handling and installation of pipe and fittings.
- B. On sodded areas the Landscape Contractor will remove and replace the sod where possible from the trench area to the necessary width and depth required to facilitate his installation.
- C. The backfill shall be thoroughly compacted and brought to finish grade, with proper allowance for topsoil. Selected dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two inches (2") below normal trench depth to allow for this bedding. The pea gravel fill shall be used in filling the top 4" above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three inches (3"). The top six inches (6") of backfill shall be free of rocks over one inch (1") diameter, subsoil or trash.

### 3.3 PLASTIC PIPE AND FITTINGS:

- A. All pipe fittings and valves, etc. shall be installed and joined in accordance with the manufacturer's recommendations. Interior of pipes shall be kept free from dirt and debris and when pipe laying is not in progress, open ends of pipe shall be closed by approved means.
- B. Pipe shall be firmly supported throughout its entire length. Extreme care shall be exercised to prevent low points except at drains so that every section of pipe is placed with positive gravity drainage flow towards a drain valve.
- C. Sharp changes in alignment and grade shall be made with appropriate fittings. All elbows, tees and fittings shall be installed with a reaction block bearing against undisturbed soil to prevent breakage or separation of the joint.

### 3.4 AUTOMATIC CONTROL VALVES:

- A. Automatic control valves shall be installed in accordance with the manufacturer's specifications.

3.5 VALVE BOXES:

- A. Valve boxes shall be installed on a suitable base of gravel for proper foundation box and easy leveling of box to proper grade and also to provide proper drainage of the box. All valve boxes shall be provided with the proper size extensions, wherever required, to bring the valve boxes level with the finished grade.

3.6 ELECTRICAL INSTALLATION:

- A. The Contractor will be required to make connections to the building electrical system as is required for the proper operation of the automatic control system. The entire installation shall fully comply with all local and state laws and ordinances and with all the established codes applicable thereto.
- B. All control circuitry, whether electrical or hydraulic, passing through the wall of the building or beneath a sidewalk, road or drive shall be installed in a suitable sleeve; whereas in all other locations they shall be installed in the pipe trench and protected by the pipe whenever possible.
- C. The joining of all underground wires shall be by the use of wire nuts covered with Scotch Lok per installation instructions provided by manufacturer.

3.7 CONTROL VALVE CABLE:

- A. All control valve cables shall be installed by direct burial at a minimum depth of 12". Where practical the wire shall be installed in same trench as mainline pipe.
- B. Extreme care shall be exercised during backfilling of trench to avoid damage and displacement of mainline pipe.
- C. Control valve cable shall be fed through conduit from inside the building.
- D. Each control valve shall be connected to one station of the controller by a control wire. All of the valves shall be connected to a common ground.

3.8 SPRINKLER HEADS:

- A. Sprinkler heads shall be installed as shown on the drawings and in accordance with manufacturer's specifications. The height of each sprinkler head in relation to the finish grade shall be approved by the Landscape Architect.

3.9 INSTALLATION OF DRIP IRRIGATION SYSTEM:

- A. Install main lines and valves. Before installing emitter laterals, perform pressure test then flush out sand, plastic shaving and other foreign matter.
- B. Emitter Hose. Bury emitter laterals under 3 inches of mulch. Solvent weld each connection in accordance with manufacturer's recommendation to standard weight Schedule 40 PVC fittings and bushings. Install hose in a serpentine manner. When cutting hose, use a shearing tool such as a pipe cutter, knife or shears. Use only manufacturer's recommended tool and procedure when punching hose for emitters.
- C. Emitter Heads. Connect emitter on a rigid PVC nipple to PVC drip lateral with a tee or elbow. Attach tubing to barbed fitting and daylight distribution tubing at rootball secured with stake. Add bug cap at end of secured distribution tubing. If necessary after installing emitters and before operating system, open end of drip lateral and flush lines clean. The number of emitters on a line shall not exceed manufacturer's recommendations for that hose or distribution tubing size and length.

3.10 BACKFLOW PREVENTERS: METERS

- A. Install backflow preventer in new connection between connection and control valves, as per local codes.
- B. Irrigation meter- Contractor shall coordinate application for a separate irrigation meter to be utilized for this system. Owner shall apply and pay for meter and tap fees as required. Location as shown on plan.

3.11 FLUSHING:

- A. After all new sprinkler piping and risers are in place and connected for a given section, and all necessary work has been completed and prior to installation of sprinkler heads, all control valves shall be opened and a full head of water shall be flushed through the system to remove any foreign material.

3.12 TESTING:

- A. Tests shall be made on portions of the line as completed. Final testing, however, shall be made on the entire system. Trenches shall be partially backfilled to prevent displacement of pipes.

- B. Pressure test shall be performed to a maximum hydrostatic pressure of 200 PSI based on the elevation of the lowest point in the system and corrected to the elevation of the test gauge. Duration of the pressure test shall be at least one hour.
- C. Leakage test shall be performed after satisfactory completion of the pressure test. The leakage test shall be conducted at a hydrostatic pressure of 130 PSI without showing a leakage in excess 7.5 gallons per hour. Extend the leakage test for a period of time necessary to allow inspection, but in no case shall the duration be less than two hours.
- D. Remove and replace any defective materials of installations discovered in testing and repeat the test until satisfactory to the Landscape Architect. This work shall be performed at the Landscape Contractor's expense.
- E. The tests shall be witnessed by the Landscape Architect.

### 3.13 AS-BUILT DRAWINGS:

- A. After completion of the piping installation, the Landscape Contractor shall furnish a signed record drawing and a digital drawing in AutoCad 2007 or later showing exact dimensions, depths and locations of all pipe, drains, controls, heads, etc. of sprinkler system.

### 3.14 MAINTENANCE AND OPERATING INSTRUCTIONS:

- A. Provide four (4) hours of instruction for Owner's Representative's personnel upon completion of check/test/start-up/adjust operations. Owner's Representative shall be notified at least one (1) week in advance of check/test/start-up/adjust operations.
- B. Upon completion of the irrigation system and in conjunction with application for final payment, submit one Maintenance and Operation Manual. Each Manual shall be a 3-ring binder with:
  - 1. One (1) hard copy and one digital drawing in AutoCad 2007 or later of the "RECORD" drawing of the irrigation system, and
  - 2. One (1) complete set of the "APPROVED" Submittals required in paragraph 1.3 above.
  - 3. One (1) copy of the suggested "SYSTEM OPERATING SCHEDULE" which shall call out the controller program required in order to provide 1.0" of water per week to each planted zone area and 1.5" of water per week to each turf zone area.

4. A typewritten description of the procedures to be followed for proper winterization of the entire system.
- C. Contractor shall be responsible for the first year's winterization and subsequent spring start-up procedures and shall perform these operations in the presence of the Owner's Representative's personnel.

3.15 CLEAN-UP:

- A. Upon completion of the work and before acceptance and final payment will be made, the Landscape Contractor shall make any necessary repairs, adjustments and corrections to the work as required by the Drawings and Specifications. The Landscape Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures and all other items not incorporated into the work. The site shall be left in a neat and presentable condition. Any damage to roads buildings, walks, vegetation, utilities or any other item of personal property which is the responsibility of the Landscape Contractor, through accident, negligence or normal usage, shall be satisfactorily repaired or replaced as a requirement for completion of this contract.

3.16 GUARANTEE:

- A. For a period of one year from date of final acceptance of the work performed under this Contract, the Landscape Contractor shall promptly furnish, without cost to the Owner, any and all parts and labor which prove defective in material, workmanship, or proper functioning of system.

END OF SECTION 02810

SECTION 02830  
CHAIN LINK FENCE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Work Included:
  - 1. Fence framework, fabric and accessories.
  - 2. Excavation for post bases.
  - 3. Concrete anchorage for posts.
  - 4. Manual gates and related hardware.

1.2 RELATED WORK

- A. Section 02610 - Concrete: concrete anchorage for posts.

1.3 REFERENCES

- A. ANSI/ASTM A123 - Zinc Coatings of Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, bars and strips.
- B. ANSI/ASTM F567 - Installation of Chain-Link Fence.
- C. ASTM A428 - Weight of Coating on Aluminum-coated Iron or Steel.
- D. ASTM C94 - Ready-mixed Concrete.
- E. FS RR-F-191 - Fencing, Wire and Post, Metal.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in commercial quality chain link fencing with two years experience.
- B. Installation: ANSI/ASTM F567.

1.5 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Include plan layout, grid, spacing of components, accessories, fittings, hardware, anchorages and schedule of components.

- C. Submit manufacturer's installation instructions.

## PART 2 - PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Guardian Wire and Steel.
- B. American Chain Link Fence Co.
- C. American Fence Co., Inc.
- D. Cyclone Fence Co.

### 2.2 MATERIALS

- A. Framework: ASTM A120; Schedule 40 steel pipe, standard weight, one piece without joints.
- B. Fabric: FS RR-F-191 Type I - zinc-coated steel.

### 2.3 COMPONENTS

- A. Line posts: C Section 1.875 x 1.625 inches with bending strength of 247 lbs.
- B. Corner and Terminal Posts: 2.88 inch outside diameter steel pipe, 5.79 lbs./ft. or 3-1/2 inches roll form sections with bending strength of 486 lbs.
- C. Gate Posts: 3.0 inch outside diameter steel pipe, 9.11 lbs./ft.
- D. Top and Brace Rail: 1-5/8 inch diameter, plain end, sleeve coupled steel pipe, 2.27 lbs./ft. or 1.625 x 1.25 inches roll formed sections.
- E. Gate frame: Horizontal, 2.38 inch outside diameter, 3.65 lbs./ft.; brace and vertical, 1.9 inch outside diameter, 2.72 lbs./ft.; steel pipe for fittings and truss rod fabrications. Offsets fabricated for 3 strands barbed wire.
- F. Fabric: 2 inch diamond mesh steel wire, interwoven, 9 gauge thick, top and bottom selvage knurled.
- G. Caps: Cast steel or malleable iron, galvanized; sized to post dimension, set screw retained.
- H. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings: Steel.

- I. Tension Wire: 7 gauge thick steel, single strand.
- J. Extension Arms: Cast steel, to accommodate 3 strands of barbed wire, single arm, sloped to 45 degrees.
- K. Swing Gate Hardware: Center gate stop and drop rod (for double drive gate); Mechanical keepers; two 180 degree gate hinges per leaf and hardware padlock.
- L. Fabric Windscreen: 10.0 oz. per sq. yd., 78% shading. Black 1,000d x 800d Vival Matrix mesh. 360 x 320 lbs tensile strength. See plans for additional details.

## 2.5 FINISHES

- A. Galvanized: ANSI/ASTM A123; 1.2 oz./sq. ft. coating.
- B. Accessories: Same finish as framing.
- C. Fittings: ANSI/ASTM A123; 2.0 oz./sq.ft. coating.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ANSI/ASTM F567.
- B. Provide fence 10 feet nominal height.
- C. Space line posts at intervals not to exceed 10 feet.
- D. Set terminal gate and line posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff. Footing depth below finish grade: 24 inches minimum.
- E. provide top rail through line post tops and splice with 7 inch long rail sleeves.
- F. Brace each gate and corner post back to adjacent line post with horizontal center brace and diagonal truss rods. Install brace rail, one bay from end and iron gate posts.
- G. Install center and bottom brace rail on corner and gate leaves.
- H. Stretch fabric between terminal posts or at intervals of 100 feet, whichever is less.



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- I. Position bottom of fabric 2 inches above finished grade.
- J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with wire ties maximum 15 inches on centers.
- K. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- L. Install bottom tension wire stretched taut between terminal posts.
- M. Install barbed wire support arms sloped outward and attach barbed wire; tension and secure.
- N. Install gates with fabric and barbed wire overhang to match fence. Install two hinges per leaf, latch and catches, and drop bolt.
- O. Provide concrete center drop to foundation depth and drop rod retainers at center of double gate openings.
- P. Install Windscreen fabrics as indicated on plans.

END OF SECTION 02830

SECTION 04200  
UNIT MASONRY

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Extent of each type of masonry work is included on drawings.
  - 1. Concrete block masonry.
  - 2. Face brick masonry.
  - 3. Brick paver.

1.2 QUALITY ASSURANCE:

- A. Single Source Responsibility for Masonry Units: All masonry units to be used will be obtained from one source for each individual type of masonry.
- B. Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.
- C. Sampler for Verification Purposes: Use existing brick sign walls at Cancer Survivor Garden as an example of representative workmanship.

PART 2 - PRODUCTS

2.1 BRICK AND BLOCK:

- A. Concrete block (CMU).
- B. Face Brick – #502 modular by Hanson or equal manufacture.

2.2 MORTAR:

- A. Portland Cement: ASTM C150, Type I, except Type III may be used to reduce protection requirements specified for laying masonry in cold weather. Provide cold cement required to produce the required mortar color. 'Khaki' by LaFarge.
- B. Masonry Cement: ASTM C71.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Sand: ASTM C144 for mortar and C404 for grout.

- E. Water shall be clean and free of deleterious materials.

### PART 3 - EXECUTION

#### 3.1 MORTAR:

- A. Mortar: All masonry shall be thoroughly mixed in clean mortar boxes or an approved type of mechanical mixer with the dry materials being mixed to a uniform color before adding mixing water. The sand and cement shall be mixed in proportions to produce gray Type "S" mortar as recommended by the manufacturer of the cement used, but in no case shall the proportion of sand exceed 3 times the amount of cement used per batch.

#### 3.2 MASONRY:

- A. Masonry: All masonry work shall be laid by skilled masons, with all horizontal courses straight and level and all corners square and vertical surfaces straight and plumb. All masonry shall be laid in full beds of mortar with the head joints well filled.
- B. The bond shall be common running bond for brickwork and concrete masonry units. Joints shall be properly broken and bond maintained throughout the entire work. Joints shall match existing wall joints in appearance. All masonry work shall be laid in a true workmanlike manner.
- C. Lay out bond in exposed work and adjust so that no course terminates at a corner or opening with less than 1/2 of a unit. Use masonry saw for cutting masonry units where required. Use lapped sections for reinforcing at all wall intersections.
- D. Cleaning Masonry Work: Clean all exposed masonry work after mortar has thoroughly set and cured. Directions of the manufacturer of the cleaning agent used shall be strictly adhered to.

END OF SECTION 04200

SECTION 05720  
ORNAMENTAL HANDRAILS AND RAILINGS

PART I – GENERAL

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

1.1 SUMMARY

- A. This Section includes the following:
1. Steel ornamental handrails, railings, and gates.
- B. Related Sections include the following:
1. Division 2 Section "Portland Cement Concrete for handrails and railings associated with concrete steps and concrete curbing.

1.2 PERFORMANCE REQUIREMENTS

- A. Cold-Formed Structural Steel: AISI SG-673, Part I, "Specification for the Design of Cold-Formed Steel Structural Members."
1. Structural Performance of Handrails and Railings: Comply with requirements of ASTM E 985 for structural performance based on testing performed according to ASTM E 894 and ASTM E 935.
  2. Structural Performance of Handrails and Railings: Provide handrails and railings capable of withstanding structural loads required by ASCE 7 without exceeding allowable design working stress of materials for handrails, railings, anchors, and connections.
  3. Structural Performance of Handrails and Railings: Provide handrails and railings capable of withstanding the following structural loads without exceeding allowable design working stress of materials for handrails, railings, anchors, and connections:
    - a. Top Rail: Capable of withstanding the following loads applied as indicated:
      - 1) Concentrated load of 200 lbf (890 N) applied at any point and in any direction.
      - 2) Uniform load of 50 lbf/ft (730 N/m) applied in any direction.
      - 3) Concentrated and uniform loads above need not be assumed to act concurrently.
    - b. Infill Area of Guards: Capable of withstanding a horizontal concentrated load of 200 lbf (890 N) applied to 1 sq. ft. (0.09 sq. m) at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area.

- 1) Load above need not be assumed to act concurrently with loads on top rails in determining stress on guard.
- c. Thermal Movements: Provide handrails and railings 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 connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1) Temperature Change (Range): 120 degrees F (67 degrees C), ambient; 180 degrees F (100 degrees C), material surfaces.
- d. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

### 1.3 SUBMITTALS

- A. Product Data: For manufacturer's product lines of handrails and railings assembled from standard components.
  1. Include Product Data for grout, anchoring cement, and paint products.
- B. Shop Drawings: Show fabrication and installation of handrails and railings. Include plans, elevations, sections, details, and attachments to other Work.
  1. For installed handrails and railings indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for products with factory-applied color finishes.
- D. Samples for Initial Selection: Short sections of railing or flat sheet metal samples showing available mechanical finishes for stainless steel.
- E. Samples for Verification: For each type of exposed finish required, prepared on components indicated below and of same thickness and metal indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected.
  1. 6-inch (150 mm) long sections of each different linear railing member, including handrails, posts, and balusters.
  2. Fittings and brackets.
  3. Welded connections.
  4. Brazed connections.

5. Assembled Samples of railings, made from full-size components, including top rail, post handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience, include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
  1. Product Test Reports: Indicating products comply with requirements, based on comprehensive testing of current products.
  2. Indicating handrails and railings comply with ASTM E 985, based on comprehensive testing of current products.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- B. Source Limitations: Obtain each type of railing through one source from a single manufacturer.

#### 1.5 STORAGE

- A. Store handrails and railings in a dry, well-ventilated, weathertight place.

#### 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify handrail and railing dimensions by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

#### 1.7 COORDINATION

- A. Coordinate installation of anchorages for handrails and railings. Furnish Setting Drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete masonry or stone. Deliver such items to Project site in time for installation.

#### 1.8 SCHEDULING

- A. Schedule installation so handrails and railings are mounted only on completed walls. Do not support temporarily by any means that do not satisfy structural performance requirements.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Blum: Julius Blum & Co., Inc.
  2. Braun: J.G. Braun Co.
  3. Livers Bronze Co., Inc.
  4. Wagner: R & B Wagner, Inc.

### 2.2 METALS

- A. General: Provide metal free from pitting, seam marks, roller marks, stains, discolorations, and other imperfections where exposed to view on finished units.
- B. Comply with the following requirements for each form required:
1. Steel Tubing: Cold-formed steel tubing, ASTM A 500, Grade A, unless another grade is indicated or required by structural loads.
  2. Steel Rails and Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
  3. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.
    - a. Provide cast brackets with flange tapped for concealed anchorage to threaded hanger bolt.
    - b. Provide formed or cast brackets with predrilled hole for exposed bolt anchorage.
    - c. Provide formed steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.
    - d. Provide brackets with interlocking pieces that conceal anchorage. Locate setscrews on bottom of bracket.

### 2.3 FASTENERS

- A. Fasteners for Anchoring Handrails and Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring handrails and railings to other types of construction indicated and capable of withstanding design loads.
1. For steel posts use plated fasteners complying with ASTM B 633, Class Fe/ZN 25 for electrodeposited zinc coating.
- B. Cast-in-Place Anchors: Cast-in-place anchors, fabricated from corrosion resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load

imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

## 2.4 PAINT

- A. Shop Primer for Ferrous Metal: Fast-curing, lead and chromate-free, universal modified-alkyd primer complying with performance requirements in FS TT-P-664; selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems indicated, and capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.
- B. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12 but containing no asbestos fibers, or cold-applied asphalt emulsion complying with ASTM D 1187.

## 2.5 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

## 2.6 FABRICATION

- A. Assemble handrails and railings in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- B. Form changes in direction of railing members by mitering at elbow bonds.
- C. Welded Connections: Fabricate handrails and railings for connecting members by welding. Cope components at perpendicular and skew connections to provide close fit, or use fittings designed for this purpose. Weld connections continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. Mechanical Connections: Fabricate handrails and railings by connecting members with railing manufacturer's standard concealed mechanical fasteners and fittings, unless otherwise indicated. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.



1. Fabricate splice joints for field connection using epoxy structural adhesive where this is manufacturer's standard splicing method.
- E. Provide inserts and other anchorage devices to connect handrails and railings to concrete. Fabricate anchorage devices capable of withstanding loads imposed by handrails and railings. Coordinate anchorage devices with supporting structure.
- F. For railing posts set in concrete, provide preset sleeves of steel not less than 6 inches (150 mm) long with inside dimensions not less than ½ inch (12 mm) larger than outside dimensions of post, and steel plate forming bottom closure.
- G. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.
- H. Ease exposed edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.
- I. Cut, reinforce, drill, and tap components as indicated, to receive finish hardware, screws, and similar items.
- J. Provide weep holes or another means to drain entrapped water in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources.
- K. Fabricate joints that will be exposed to weather in a watertight manner.
- L. Close exposed ends of railing members with prefabricated end fittings.

## 2.7 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.

## 2.8 STEEL FINISHES

- A. Fill vent and drain holes that will be exposed in finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. Preparation for Shop Priming: Thoroughly clean handrails and railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic-phosphate process.
- C. Apply shop primer to prepared surfaces of handrails and railings, unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application

Specification No. 1,” for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

1. Stripe paint edges, corners, crevices, bolts, and welds.

### PART 3 –EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing handrails and railings. Set handrails and railings accurately in location, alignment, and elevation, measured from established lines and levels and free from rack.
  1. Do not weld, cut or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  3. Align rails so variations from level for horizontal members and from parallel with rake of steps and ramps for sloping members do not exceed ¼ inch in 12 feet (5 mm in 3m).
- C. Adjust handrails and railings before anchoring to ensure alignment at abutting joints. Space posts at interval indicated but not less than that required by structural loads.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing handrails and railings and for properly transferring loads to in-place construction.

#### 3.2 HANDRAIL AND RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in “Fabrication” Article whether welding is performed in shop or in field.
- B. Expansion Joints: Install expansion joints at locations indicated but not further apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side; fasten internal sleeve securely to one side; locate joint within 6 inches (150 mm) of post.

#### 3.3 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches (125 mm) deep and ¾ inch (20 mm) greater than OD of post for installing posts in concrete. Clean holes of

loose material, insert posts, and fill annular space between post and concrete with the following anchoring material, mixed and placed to comply with anchoring material manufacturer's written instructions:

1. Nonshrink, nonmetallic grout or anchoring cement.
- B. Cover anchorage joint with a flange of same metal as post, attached to post as follows:
1. Welded to post after placing anchoring material.
  2. By set screws.
- C. Leave anchorage joint, exposed wipe off surplus anchoring material, and leave 1/8-inch (3-mm) build-up sloped away from post.
- D. Anchor steel posts to steel with flanges, angle or floor type as required by conditions, welded to posts and bolted to metal supporting members. For steel railings, weld flanges to post and bolt to metal supporting members.

### 3.4 FIELD QUALITY CONTROL

- A. **Testing Agency:** Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
- B. **Extent and Testing Methodology:** Testing agency will randomly select completed handrail and railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Handrails and railings will be tested according to ASTM E 894 and STM E 935 for compliance with ASTM E 985.
- C. Remove and replace handrails and railings where test results indicate that they do not comply with specified requirements, unless they can be repaired in a manner satisfactory to Architect and will comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.5 CLEANING

- A. **Touchup Painting:** Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material.

### 3.6 PROTECTION

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- A. Protect finishes of handrails and railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at the time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in field to shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05720